

**FIRST AMENDMENT TO CONTRACT**  
**A56-5-05-24**

This is an amendment to the Agreement entered into by and between the **Office of the Indiana Attorney General** (hereinafter "State") and **Hirons & Company Communications, Inc.** whose address is 135 South **Illinois** Street, Indianapolis, IN 46225 (hereinafter "Contractor").

The State and Contractor have agreed to amend the original agreement.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Paragraph 2 ("Consideration") is hereby deleted in its entirety and replaced with the following:

**2. Consideration.** Consideration shall be paid on an hourly basis via a sliding scale of \$85-\$110 depending on the level of service required. These services are defined in Section 2.3.7 of Exhibit A. Total remuneration under this contract shall not exceed **\$1,060,000.00** which includes all expenses and costs paid to produce and schedule the media advertising. This total cost includes Contractor professional **service** fees and all "pass through **charges.**" Pass through charges are fees paid by Contractor to a third party for services such as printing of outdoor boards, brochures, and other collateral; production of TV and radio spots; talent fees; marketing research; direct mail services. Contractor does not mark up these services. All payments shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and, as required by IC 4-13-2-14.8, by electronic **funds** transfer.

B. Paragraph 9 ("Compliance with Laws") is hereby deleted in its entirety and replaced with the following:

**9. Compliance with Laws.**

A. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of **this** Agreement shall be reviewed by the State and Contractor to determine whether the **provisions** of this Agreement require formal modification.

B. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these **ethical** requirements, the Contractor should refer any questions to the State Ethics Commission, or visit the State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate **this Agreement** immediately upon

notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. Contractor certifies by entering into this Agreement, that neither it nor its **principal(s)** is presently in **arrears** in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Contractor agrees that any payments currently due to the State may be **withheld** from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied **and/or** this Agreement suspended until Contractor is current in its payments and has submitted proof of such payment to the State.

D. Contractor warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor **agrees** that the State may delay, withhold, or deny work under this Agreement and any supplements or amendments.

E. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of **this** Agreement and grounds for immediate termination and denial of further work with the State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that State may bar Contractor **from** contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold **further** payments or purchases until Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

(1) Contractor and any principals of Contractor **certify** that (A) Contractor, except for de **minimis** and nonsystematic violations, has not violated the **terms** of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred six@-five(365) **days**, even if IC 24-4.7 is preempted by federal law; and (B) Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) Contractor and any principals of Contractor certify that an affiliate or principal of

Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate or principal of Contractor: (A) except for de **minimis** and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

C. Paragraph 19 ("Ethics") is hereby deleted in its entirety.

D. Paragraph 39 ("Registration with the Indiana Secretary of State") is hereby deleted in its entirety.

This amendment shall take effect upon execution.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in full force and effect.

#### **Non-Collusion and Acceptance**

**The** undersigned attests, subject to the penalties for perjury, that **he/she** is the contracting party, or that **he/she** is the representative, agent, member, or officer of the contracting party, that **he/she has** not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by **him/her**, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid, any sum of money or other consideration for the execution of this agreement other than that **which** appears upon the face of this agreement.

**THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the **terms** thereof

Hirons & Company Communications, Inc.

Indiana Attorney General

By: Thomas G. Hirons  
Title President

By: Stephen Carter  
Stephen Carter  
Attorney General of Indiana

Date: 3-10-06

Date: 3-13-06

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

OFFICE OF MANAGEMENT AND BUDGET

By: Earl . Goode (for)  
Earl . Goode,  
Commissioner

By: Charles E. Schalliol (for)  
Charles E. Schalliol,  
Director

Date: APRIL 20, 2006

Date: 4-26-06

APPROVED AS TO FORM AND  
LEGALITY:

By: Stephen Carter (for)  
Stephen Carter,  
Attorney General of Indiana

Date: 4/27/06

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** ("this Agreement") is between the Office of the Indiana Attorney General (hereinafter the "State") and Hiron & Company Communications, Inc., whose address is 135 South Illinois Street, Indianapolis, IN 46225 (hereinafter "Contractor").

### WITNESSETH

WHEREAS, the State requires comprehensive, integrated marketing, and communications services to promote and increase public awareness of among other things, Medicaid Fraud, Unclaimed Property held by the State, fraudulent or misleading practices that impact Indiana consumers, and illegal practices under the Telephone Privacy Act; and

WHEREAS, Contractor is an Indiana corporation with the expertise and knowledge in the services needed and was the successful responder in RFP 05-2; and

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed by and between the State and Contractor as follows:

#### **1. Scope of Work**

The scope of work is set forth in detail in the response to RFP 05-2, attached hereto and incorporated herein as Exhibit A. The parties agree that any work done pursuant to this contract shall be done only after specific authorization to proceed is given by the State.

#### **2. Consideration**

Consideration shall be paid on an hourly basis via a sliding scale of **\$85-\$110** depending on the level of service required. These services are defined in Section 2.3.7 of Exhibit A. Total remuneration under this contract shall not exceed \$570,000.00 which includes all expenses and costs paid to produce and schedule the media advertising.

#### **3. Term**

The term of this Agreement will be from March 25, 2005 to December 31, 2006.

#### **4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement term, and for three (3) years from the date of final payment under this Agreement, for inspection by the State or by any other authorized representative of state

government. Copies thereof shall be furnished at no cost to the State if requested.

## **5. Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

## **6. Audits**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

## **7. Authority to Bind Contractor**

Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed, and this Agreement is not subject to further acceptance by Contractor when accepted by the State of Indiana.

## **8. Changes in Work**

In the event the State requires a major change in scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its good faith and prudent judgment. The Contractor shall not commence any additional work or the change of the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## **9. Compliance with Laws**

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal statute or the promulgation or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of the Agreement require formal modification.

## **10. Confidentiality of Data, Property Rights in Products, and Copyright**

## **Prohibition**

The Contractor further agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Agreement shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. The Contractor hereby specifically waives and /or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

## **11. Confidentiality of State Information**

The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material and information gathered, based upon or disclosed to Contractor for the purposes of this Agreement, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

## **12. Conflict of Interest**

A. As used in this section:

"Immediate Family" means the spouse and unemancipated children of an individual.

"Interested Party" means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Agreement without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the

State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

### **13. Continuity of Services**

- A. The Contractor recognizes that the **service(s)** to be performed under this Agreement are vital to the State and must be continued without interruption and that, upon Agreement expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training, and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
  
- B. The Contractor shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires, and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase out services required.The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.
  
- C. The Contractor shall be allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e. costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension**

Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

#### **15. Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.

#### **16. Disputes**

A. Should any disputes arise with respect to this Agreement, Contractor and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all nondisputed work, without delay, any additional costs incurred by the State or Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## 17. Drug-Free Workplace

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of this Agreement **and/or** debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to **the terms**, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification **has** been fully **executed by** Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and **(4)** the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any

criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

#### **18. Employment Option**

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release selected employee from any non-compete contracts that may be in effect. This release will be at no cost to the State or the employee.

#### **19. Ethics**

The Contractor and its agents shall **abide** by all ethical requirements that apply to persons who have a **business** relationship with the State, as set forth in Indiana Code § 4-2-6 **et seq.**, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

#### **20. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event,

the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

## **21. Funding Cancellation**

When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **22. Governing Laws**

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **23. Indemnification**

Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to Contractor.

## **24. Independent Contractor**

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees.

## **25. Licensing Standards**

The parties agree that Contractor and its employees will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Agreement. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate the contract.

## **26. Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor's execution of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

## **27. Notice to Parties**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following **addresses**, unless otherwise specifically advised.

### **A. Notice to the State shall be sent to:**

Office of the Attorney General  
Attn: Karen Cunningham  
State House, Room 219  
Indianapolis, IN 46204

### **B. Notice and payments to the Contractor shall be sent to:**

Hirons & Company Communications, Inc.  
135 South Illinois Street  
Indianapolis, IN 46225

## **28. Order of Precedence**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement, (2) attachments prepared by the State, (3) RFP 05-2, **(4) Contractor's response to RFP 05-2**, (5) attachments prepared by the Contractor.

## **29. Ownership of Documents & Materials**

All documents, records, programs, data, film, tape, articles, memos, and other materials not developed or licensed by the Contractor prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to Agreement performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Agreement, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the

possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the State.

### 30. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

### 31. **Penalties/Interest/Attorney's Fees**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

### 32. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

### 33. Renewal Option

This Agreement may be renewed once under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Agreement may not be longer than the original contract. Exercise of this option is at the sole discretion of the State and is not subject to agreement or acceptance by the Contractor.

### 34. Severability

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

### 35. Substantial Performance

This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

### 36. Successors and Assignees

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State of Indiana.

### **37. Taxes**

The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

### **38. Termination for Convenience**

This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **39. Registration with the Secretary of State of Indiana**

The Contractor certifies that if it is a nondomestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

### **40. Travel**

Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana and upon pre-approval by the State. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

### **41. Waiver of Rights**

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

### **42. Work Standards**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may

request in writing the replacement of any or all such individuals and Contractor shall grant such request.

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member, or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

Hirons & Company Communications

By: [Signature]

Printed Name: James Park

Title: VP

Date: 7/30/05

Approved by:  
DEPARTMENT OF ADMINISTRATION

[Signature] (for)  
Earl Goode, Commissioner

Date: MAY 3, 2005

The Indiana Attorney General

By: [Signature]

Printed Name: Larry Hopkins

Title: C.A.O.

Date: 5-2-05

Approved by:  
STATE BUDGET AGENCY

[Signature] (for)  
Charles Schalliol, Director

Date: 5/4/2005

Approved as to form and legality:  
OFFICE OF ATTORNEY GENERAL

[Signature] (for)  
Stephen Carter, Attorney General

Date: 5/3/05

March 21, 2005

Karen Cunningham  
Marketing Director  
**Office of the Attorney General**  
State House 219  
Indianapolis, IN 46204

Dear Ms. Cunningham:

Hirons & Company Communications, Inc., is pleased to submit a **responsive and cost-effective** proposal to the Office of the Attorney General.

As the **state's largest communications firm\*** we are **Indiana owned and operated**. With more than **55** Hoosiers working at two central Indiana locations, we are committed to a state that is committed to us.

In our **26-year history**, we have worked hard to provide effective and measurable integrated solutions for a host of public and private sector clients.

We have reviewed the Request for Proposal carefully, and are confident that Hirons & Company would be best able to provide media services for the Office of the Attorney General.

We have **demonstrated skills** in account supervision, management and coordination; development, implementation and ongoing management of comprehensive, integrated campaigns; strategic planning and market consultation; and research-based strategies and measurement of campaign effectiveness. But the case studies provided within our response best express our abilities and qualifications to provide media services to the **Office of the Attorney General**.

The Office of the Attorney General and its divisions will be able to take full advantage of **award-winning**, seasoned advertising professionals and public relations practitioners, along with top-notch media buyers and **production** personnel, with decades of experience.

We believe the efficiencies and advantages gained from working with a company with a **full suite of services, in-house, is important**. We have the latest in advertising, media buying and tracking software and own advanced teleconferencing and networking systems.

Our record of minority- and women-owned business participation in government work is significant, and we **regularly exceed minority participation requirements in our contracts**.

We have read the terms and conditions set forth in the RFP, including the State's mandatory contract clauses, and fully accept all language contained therein.

We want to provide an exceptional product at an affordable price to the Office of the Attorney General by **offering significant discounts in our pricing structure**.

In addition, we will aggressively pursue media buying with zeal to ensure each dollar is leveraged to the optimal level.

Our **experience in managing multi-year contracts** and a plethora of sub-contractors is well documented. We also understand the importance of **developing strong creative products** that resonate with current, infrequent and potential customers.

I look forward to your review of our proposal. If you need clarification or desire additional information, please refer to the principal contact for this proposal, Deana **Haworth**. Deana can be reached at 135 S. Illinois Street, Indianapolis, Indiana, 46225; by phone at (317) 977-2206, **ext. 108**; by fax at (317) 977-2208; or by e-mail at [dhaworth@hirons.com](mailto:dhaworth@hirons.com).

Respectfully submitted,

Tom Hirons  
President

\* According to the *Indianapolis Business Journal's* "2005 Book of Lists."

# The Office of the Attorney General

Response to Request for Proposal | March 21, 2005

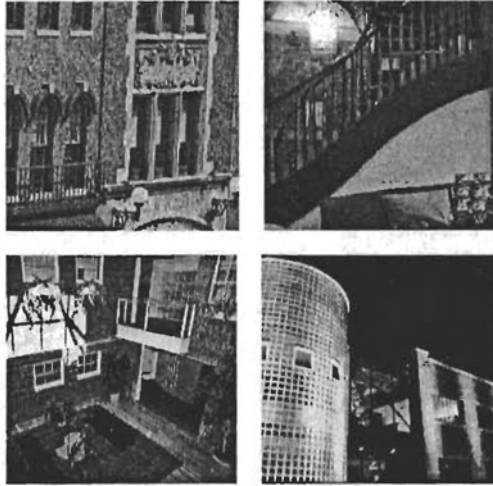


135 S. Illinois St. | Indianapolis, IN 46225

Communications

**Hirons & Company**





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## 2.3 BUSINESS PROPOSAL

### 2.3.1 General

Hirons & Company Communications, Inc., is pleased to respond to the Request for Proposal (RFP-5-02) issued by the Office of the Attorney General (OAC) for Media Services.

As one of the few truly converged communications companies in Indiana, we have years of experience carrying strong, consistent messages throughout all media in advertising and earned media. We have a proven track record of not only spreading awareness—but also getting results.

Our company is based in downtown Indianapolis. We have a satellite office in Bloomington and are partnering with two subcontractors: **Briljent**, LLC, with offices in Indianapolis and Fort Wayne; and Pathway Productions, also out of Indianapolis. These locations allow for prime access to cost-effectively reach key target audiences around the state.

Hirons & Company is also uniquely qualified to provide media services for the OAC because of its depth of **understanding** of the Office and its divisions. A bevy of past projects completed for the OAC have provided Hirons insight to Attorney General Steve Carter's vision for Indiana, his goals for the divisions' public interface, and his desires for marketing and media strategies.

Our sound working knowledge of the OAC will eliminate the need for an orientation period before beginning work for the divisions. This will save valuable time, allowing Hirons & Company to hit the ground running and immediately provide targeted and timely media relations services.

### 2.3.2 Respondent Company Structure

Hirons & Company was founded in **1978** and has been incorporated in Indiana since June 1, **1982**. The purposes for which the Corporation is formed are advertising, marketing, and public relations and all other lawful purposes reasonably related thereto and necessary in the full and complete operation thereof.

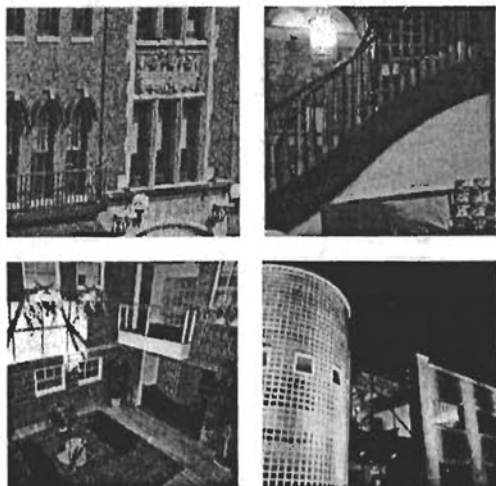
*Please see Attachment A for an organization chart.*

### 2.3.3 Company Financial Information

The requested financial information is included in a separate envelope for each copy of the proposal submitted as it is confidential information and is marked so on the envelope in the following way: "Confidential Records - Not To Be Disclosed to the Public - exempt from Public Records Act under IC5-14-3-4(a)(4) or (5)."

### 2.3.4 Integrity of Company Structure and Financial Reporting

Company founder and president, Tom Hirons, takes full personal responsibility for the



thoroughness and correctness of all financial information supplied within this proposal. Additionally, BKD Accounting in Bloomington, Ind., reviews the financial statements of Hiron & Company every year. A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole.

### 2.3.5 Facilities and Resources

Hiron & Company maintains two offices.

135 S. Illinois St.  
Indianapolis, IN 46225  
p: 317-977-2206  
f: 317-977-2208

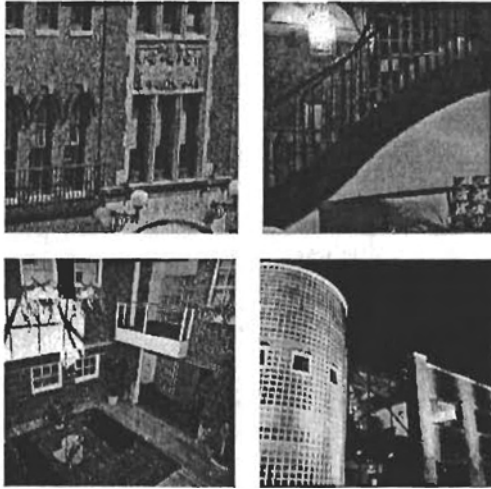
555 N. Morton St.  
Bloomington, IN 47404  
p: 812-331-7500  
f: 812-331-7020

Converged **communications** capabilities manifest in two ways, services and core competencies.

Services Include:

- Account Management
- Project Management

- Public Relations
- Media Relations
- Crisis Management
- Government Relations
- Marketing Planning and Administration
- Results Tracking and Performance Evaluation
- Digital Programming, Video and Audio Production
- Post Production and Editing
- Media Planning and Buying
- Media Tracking
- Branding
- Creative and Concepting
- Copywriting
- Print Production
- Interactive Solutions
- Programming and Databases
- Web, Multimedia, CD and DVD Production



For more than 26 years, **Hirons & Company** has valued expectations of excellence in converged communications. Success in these disciplines requires the following core competencies:

1. **Skilled People** - Skilled and committed staff of the highest integrity.
2. **Strategic Process** - Procedures and systems that consistently produce excellence.
3. **Experienced Management** - Experienced executive team that collectively boasts more than 100 years of management experience.

#### ***Core Competency One: Skilled People***

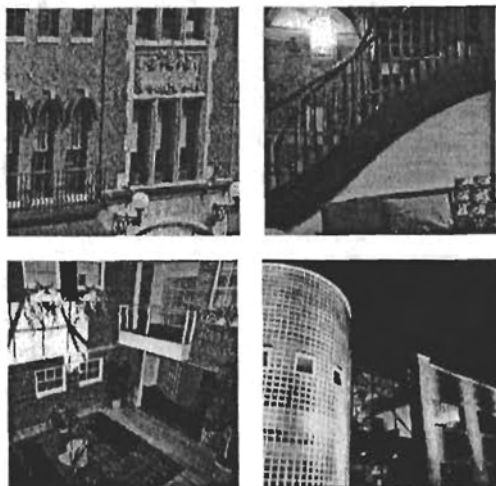
Hirons & Company prides itself on its ability to attract and retain the best professionals in their respective disciplines. There are no weak links. We utilize a team composed of senior leadership and a wealth of account management experience. We understand the importance of an account manager as the primary point of contact for the client. An account manager has a clearly defined, multifaceted role in providing an efficient, organized and seamless interface with the client. This position provides the client with **an** individual who is knowledgeable in project management and always acts in the best interest of the client. Hirons & Company account managers are cross-trained in advertising, interactive and public relations.

They directly manage staff and subcontractors to efficiently manage clients' projects.

Having a stable account team is critical. Hirons & Company has a staff retention rate that far exceeds industry standards. Libby Robertson, vice president of training and staff development, has been with the company for 22 years. Jane Burch, vice president of operations, has been with the company 24 years. Chris Rund, a primary interface between account management and the creative staff, has been with the company 11 years. Jim **Parham**, director of public relations, has more than 25 years experience in the public policy and media relations fields.

Our organizational structure promotes both individual initiative and responsiveness. With our Indianapolis office located in the heart of downtown, team members are immediately accessible. We see the account manager as the primary **Interface** with the client. Not only is the account manager responsible for the general management of the account, **she/he** is empowered to work with the client **In** decision-making, thereby avoiding delays and multiple **reviews** at the firm. In addition, our flat organizational structure eliminates costly managerial levels and allows the account manager **direct** involvement with the creative, interactive and public relations staff.

Hirons & Company's plan for time and quality accountability is simple. We use project management software that allows for **time**



tracking of discrete project elements based upon the scope of work. These are then carried out by specific task and within a specific time frame. In addition, we track time card entries by one-quarter hour segments and log all work for a specific client by client number, project number, and activity code. This arrangement means that a client can see an invoice that fully explains overall program management by project, shows which employees worked on the **task/project**, and documents the hours worked on specific tasks.

Our Quality Control Department uses a detailed set of procedures designed to provide comprehensive quality control, thus avoiding costly time delays and errors. All material is reviewed and crosschecked for accuracy and consistency. Unforeseen changes in a client's priorities or a late-breaking development necessitate flexibility on the part of the vendor. Hirons & Company has a 26-year track record of quickly resolving communications glitches and can effectively refocus or retool its efforts to meet the client's needs.

### ***Core Competency Two: Strategic Process***

Hirons & Company has many individual projects in the pipeline daily. Excellence in internal management processes is essential to achieve creative and strategic excellence while maintaining control of high production values, costs and guarantees of on-time delivery.

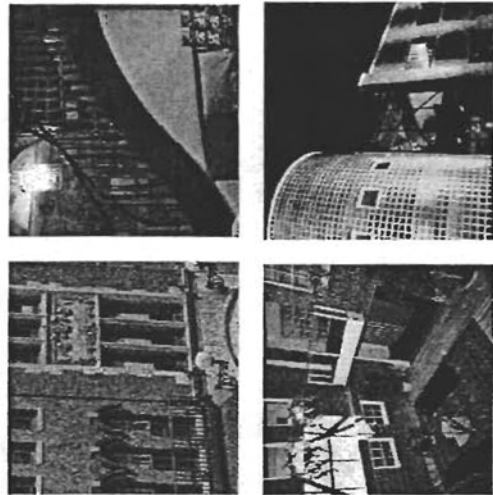
Our processes and capabilities affect all departments and functions:

Budgeting - Production and media budget guidelines and regular reviews; operations oversees estimating and outside vendor coordination.

- Client Review - Agency management meets with client management at least once annually to review progress on key account objectives, budget control, and the **client/agency** working relationship.
- Conference Reports - All **client/agency** agreements and action steps are documented.

Communications Strategy - Summary of Marketing Objective, Communication Objective, Marketing Environment, Target Audience, Promise, Support, Tone and Manner, and Creative Guidelines.

- Marketing Plans - Custom 12-month plans focused on achieving specific client marketing objectives, which integrate all communication objectives, strategies and materials.



- **Media** – Media planning, buying and placement are in-house; industry leading software ensures quality and cost control.
- **Production Authorization** – No major expenses are incurred prior to client approval.
- **Project Management** – Recurring account team meetings are scheduled for review of project status and next steps for all accounts. Depending on the account, project or campaign, members from each department attend these meetings.
- **Quality Control** – All materials produced for advertising, PR, and Interactive are routed through Quality Control prior to production or publication.
- **Research** – Hiron & Company makes extensive use of research at every stage of the process. Our in-house capabilities include state-of-the-art focus groups and Web-usability survey facilities, as well as trained focus group and usability moderators. Additionally, our senior staff is trained in the analysis and application of survey data. We routinely subcontract with leading independent research companies to conduct executive interviews, secondary source research,

and primary research, including mail intercept studies, phone and direct-mail surveys, and focus group studies.

Hiron & Company also has the capability to conduct in-depth interviews and focus groups using in-house capabilities, primary quantitative and qualitative research design and implementation via industry suppliers, online tracking capabilities, and secondary research in-house. Additionally, we have formed a strategic partnership with Stone Research Services to bring enhanced research services to clients. We believe that Stone can supplement our current research abilities to offer extended services, with a focus on strategic marketing.

- **Traffic** – Monitors all steps of project development to ensure the work stays on schedule, that quality guidelines are adhered to, and budget goals are met.
- **Tracking and Evaluation** – Hiron sets tracking/evaluation guidelines prior to "air dates." Tracking guidelines, whether it is client sales, online hits, target audience responses to print and broadcast messages, or clipping service results, should reflect the agreed-upon Communication Objective and show progress against the Marketing Objective.



- Begin Again – Annual research update and Marketing Plan review; 12-month tracking studies and formal plan evaluations provide a valuable baseline for modifying the annual Marketing Plan.

### ***The Hirons & Company Quality Assurance Process***

We use the following quality assurance process to ensure that our clients receive top-quality work on each project.

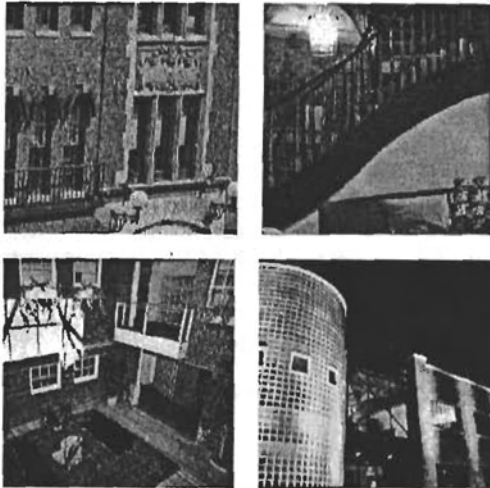
- 1) Project draft reviewed internally by team members.
- 2) Review by agency Quality Control Director.
- 3) Changes made; work prepared for Client review.
- 4) Work presented to Client for review.
- 5) Account **Manager/Client** collaborate on revisions.
- 6) Hirons makes agreed-upon changes to work and submits to Client for final approval.
- 7) Review by agency Quality Control Director.

- 8) Client signs off on final work.
- 9) Hirons delivers final product to **vendor/appropriate** medium.

### ***Core Competency Three: Experienced Management***

The Hirons & Company Management Team collectively boasts close to 100 years of experience in the integrated marketing communications field. This experience and wealth of knowledge is evident in every item that the agency produces. Executive Team members include:

**Tom Hirons - President, CEO & CCO**  
Tom Hirons, president of a successful converged communications firm that has grown to be the largest in Indiana, believes in the power of the message. Whether that message is crafted for a small nonprofit or an international firm, Tom knows from 26 years of business experience that there are results from "moving public opinion with ideas." Hirons founded the agency in 1978. Learning in his college years from his dear friend and mentor Phil Burton at Indiana University, Tom has motivated his nearly 60-person agency with more than \$30 million in annual capitalized billings to build partnerships of respect with clients. He holds valued and trusted positions in industry and academia—including with the



U.S. Department of Commerce's Indiana District Export Council to assist local businesses, and also in shaping the nation's emerging advertising leaders by teaching IU seniors as the "Riley Professor." By cultivating inter-disciplinary teams of tactical experts and former journalists at his company, Hirons & Company has earned a reputation for producing well-managed projects through creative excellence with offices based in both Indianapolis and Bloomington. In the 1990s, Hirons operated an office in China working with high-profile clients including Cummins Engine and IBM. Tom is an advisor to two major public universities in the development of certification programs for economic development professionals. Unprecedented growth at Hirons helped the agency receive designation as a Growth 100 company from The Johnson Center for Entrepreneurship & Innovation at Indiana University. Hirons & Company was one of nearly 90 companies chosen to receive the designation from more than 1,000 companies evaluated—based on outstanding financial achievements, overall vision and business practices. This year, Hirons & Company was named the largest full-service advertising agency for the second consecutive year in the Indianapolis area in the Indianapolis Business Journal's "2005 Book of Lists." In addition to his business achievements, Hirons also serves on advisory boards for the School of Informatics (IU-Bloomington) and Claremont School of Theology near Los Angeles. Tom currently serves on the boards of the Bloomington Economic Development Corporation, and the Indiana State Chamber

of Commerce, and is a member of the Business Marketing Association. He is a past president and chairman of the Greater Bloomington Chamber of Commerce. Under his years of leadership, Hirons & Company has earned the recognition of its peers by earning numerous ADDYs from the American Advertising Federation, as well as honors from The International Web Page Awards and Public Relations Society of America. The agency also has been recognized by the American Hospital Association, international Society of Performing Arts Presenters, and International Association of Business Communicators.

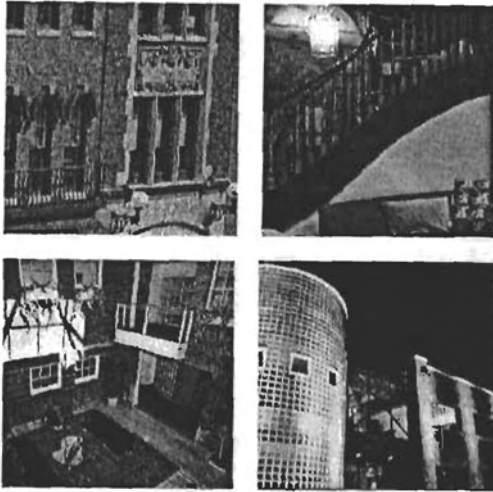
**Jim Parham** - Executive Vice President  
During the past 26 years, Jim Parham has handled public relations, crisis communications, and overall marketing and strategic communications for some of the nation's largest private companies and government agencies. Jim is a former assistant vice president of the nation's largest employee-owned technology firm, Science Applications International Corp., based in La Jolla, Calif. Jim also served as chief of staff for the National Park Service, a \$4 billion federal agency. A native Hoosier, Jim has considerable experience in handling national media such as "60 Minutes," "Nightline," The New York Times, and The Washington Post. He is often chosen by the U.S. government to coordinate and facilitate public outreach efforts on highly visible and controversial initiatives such as nuclear power plant sitings, storage of high-level radioactive waste, and the U.S.-Russian destruction of plutonium warheads. Jim has also worked with



the Tennessee Valley Authority (TVA), U.S. Department of Energy, and U.S. Department of Defense. He has drafted Environmental impact Statements and coordinated public involvement for community hearings. In addition, he worked with the Crow Nation on the location of a coal-fired power plant on its Indian reservation near a large surface-mining operation of low-sulfur coal. He also spent four years working on the **Grand Canyon** visibility issues surrounding claims of environmental organizations that the reduction in sight distance was caused by coal-fired power plants in the air streams carried to the national park. Jim has also represented U.S. government interests on studies and negotiations to provide fair and reasonable standards that would not adversely impact the energy generation capacity of Western power plants. Jim's specialty is organizing campaigns aimed at changing the perceptions of mass audiences. Through the executive loan program based at Indiana University, Jim also **served** 19 months as director of **Indy Parks**—creating the popular bark parks for dog owners and completing \$40 million in new facilities including the Holliday Park Nature Center. He is in his 12th year teaching media relations and customer service at Indiana **University**. Jim has a bachelor's degree in communications from Ball State, with concentrations in natural resources and journalism. He also has a master's degree in public administration from American University School of Public Affairs.

### **Chris Williams - Vice President, Creative Manager**

Chris worked with Tom Hirons beginning in 1978 when the company started "with 8500, a desk and one client." Chris helped build the firm, now the largest advertising agency in the Indianapolis area, by doing advertising and administration for 11 years as a partner with Tom Hirons. In 1989, he left the company to help build the brand, reputation and success of **Shelbyville-based** Old Hickory Furniture Company. The high-end hickory pieces have been spotted over the years in Harrods in London, Codiva chocolates on Fifth Avenue in New York City, and on the television set of the eccentric TV show "Twin Peaks." Chris, along with two partners, mastered advertising, public relations, trade shows and organized sales groups to extend his product into retail stores such as Abercrombie & Fitch. Chris took a yearlong sabbatical after leaving Old Hickory, but found he missed the copywriting thrill of advertising. His well-known menu line about cottage cheese ("You know, cottage cheese") is still featured on the menu at The Trojan Horse, Bloomington's popular eatery on the downtown square. With a political background in speechwriting, campaign management, and public relations, **Chris** handles some of the company's most prominent clients—from both public and private sectors. He works with the Indiana Office of Tourism, Bloomington Hospital and Indianapolis Downtown, Inc.



Chris earned a bachelor's degree in English literature from Franklin College.

David **Summerville** - Vice President, Chief Financial **Officer**

David has decades of experience in overseeing portfolios and managing investments. A Chartered Financial Consultant, David began his career at American Fletcher National **Bank** and worked there until its merger with **Banc One**. He also worked for First Indiana Corporation, a savings bank, supervising profit plans, budgets and staff. At National City Corporation, he was with the Private Client Group as a vice president and private banking officer. There, he managed a **portfolio** of more than 300 clients, mostly individuals, whose net worth ranged from 5500,000 to \$30,000,000. David has considerable experience customizing loan and deposit services and providing financial counseling based on client needs. At Hiron & Company, **David** is responsible for all financial details and oversight within the agency. He also has experience in developing new business opportunities for clients and cross-selling services. David is a graduate of Indiana University with a bachelor's degree in management and administration. An Indiana native, Summerville **is** a member of the Indianapolis chapter of the Society of Financial Professionals.

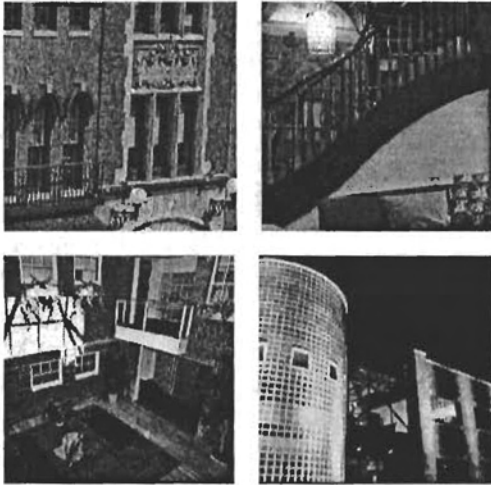
Libby Robertson - Vice President, Training & Staff Development

Libby has been with Hiron & Company for more than two decades. As part of the senior management team, Libby has worked in

various departments—account management, creative and **interactive**. Libby's role at the agency **is** to develop top performing employees **for** demanding clients who expect exemplary results. As a jack-of-all-trades for Hiron & Company, she also serves as our internal **troubleshooter**. While efficiency may be her guiding rule, she is also keenly aware of individual **employee** needs. **She** provides consistent results and guarantees productivity. Time management, team management and customer service are her top **priorities**. What drives Libby is meeting—and exceeding—client expectations, no matter how large or small the account. Her past clients at Hiron & Company have included entertainment venues, hospitals, property development firms, a grocery store chain and manufacturers. Libby earned a bachelor's degree in English and journalism from Indiana University.

Angela Huang - Vice President, Interactive & Multimedia Manager

Angela is involved in the construction of complex Web sites for clients such as the Indiana Office of Tourism, Bloomington Hospital, **DeKalb** Memorial Hospital, Fall Creek Place, Indiana Health Care Association and The Medicaid Reference Desk. Angela has managed teams for effective branding results that are rooted in design, copywriting, programming and project management. Her projects represent the diversity of her clients, including the Interactive Travel Guide on the state's Web site: EnjoyIndiana.com. The Interactive Travel **Guide** is a fully Integrated travel search engine, built with Macromedia Flash MX Remoting



technology and supported on the back-end by an intricate SQL Server database. Other projects highlight her additional technical skills In working with database-driven Web sites, Web cams, online applications and surveys, and Flash-driven Web site components. Angela has a bachelor's degree in computer science, with a minor in graphic design, from Indiana University.

### 2.3.6 Required Contract Clauses

Hirons has reviewed all contract clauses and deem each clause acceptable as worded.

### 2.3.7 Pricing and Charges

Hirons is pleased to provide a creative pricing structure that meets the State's best interest while providing the State with substantial cost savings as compared to traditional agency rates in the Indiana marketplace.

As Indiana's largest converged communications company, we can bring our expertise and media buying power to the forefront and are well suited to deliver a converged, long-term, combined media relations and advertising program that gives sustained and measurable

results to reach the objectives stated in this proposal. Our budget is highly leveraged to bring maximum value to the Office of the Attorney General's campaigns.

In addition to leveraged media buys, Hirons is offering a substantially discounted hourly rate at each level of service proposed. They are as follows:

Executive Consulting: **\$110/hour**  
(\$150 published rate)

Applicable staff—Jim Parham

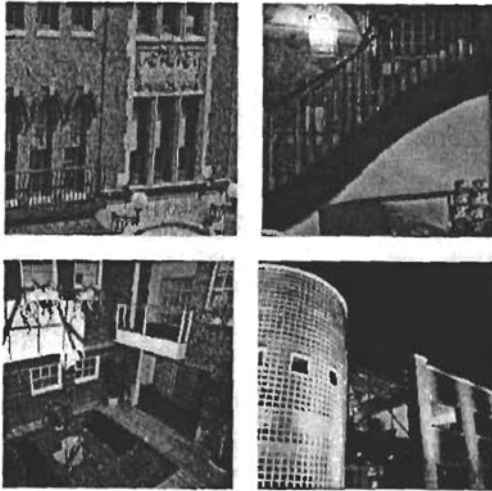
Senior-level Agency Services (media planning, account supervision, creative direction, interactive services):

**\$100/hour** (\$140 published rate)

Applicable staff—Deana Haworth, Haven Anderson, Rose Durbin, Nicole Mueller

Standard agency services (media buying and placement, account management and coordination, graphic design): **\$85/hour**  
(\$115 published rate)

Applicable staff—Natalie Robinson, Erin Witt



### 2.3.8 References

Hirons prides itself on its diversity of clientele in the public and private sectors, as well as the ability to maintain strong relationships even after the terms of contracts expire. The following are nonprofit and for-profit client references.

Metropolitan Indianapolis Board  
of **REALTORS'**  
Claire Belby, Communications Director  
1912 N. Meridian St.  
Indianapolis, IN 46202  
p: 317.956.5000  
f: 317.956.5050  
[clairebelby@mibor.com](mailto:clairebelby@mibor.com)

The Indianapolis Indians  
Chris Herndon, Director of Advertising  
**Victory Field**  
Indianapolis, IN 46202  
501 W. Maryland St.  
Indianapolis, IN 46225  
p: 317.269.3542 x273  
f: 317.269.3541  
[cmh@indyindians.com](mailto:cmh@indyindians.com)

Verizon Wireless  
Michelle Gilbert, Public Relations Manager  
26935 Northwestern Hwy. #100  
Southfield, MI 48034  
p: 248.915.3680  
f: 248.915.3696  
[michelle.gilbert@verizonwireless.com](mailto:michelle.gilbert@verizonwireless.com)

Indiana Protection and Advocacy Services  
Karen Pedevilla, Education and  
Training Director  
4701 N. Keystone Ave., Suite 222  
Indianapolis, IN 46205  
p: 317.722.5555 x232  
f: 317.722.5564  
[kpdevilla@ipas.IN.gov](mailto:kpdevilla@ipas.IN.gov)

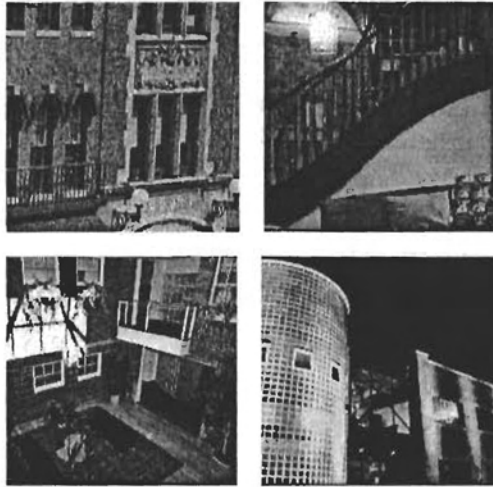
Indianapolis Downtown, Inc.  
Julia Watson, Vice President  
Bank One Tower  
111 Monument Circle, Suite 1900  
Indianapolis, IN 46204  
p: 317.237.2212  
[julia@indydt.com](mailto:julia@indydt.com)

### 2.3.9 Registration to do **Business**

Hirons has enclosed a certificate of existence in a sealed envelope from the Office of the Secretary of State. This document certifies that Hirons has duly filed the requisite documents to commence business activities under the laws of the state of Indiana on June 1, 1982, and was in existence or authorized to transact business in the state of Indiana on Oct. 21, 2002.

#### 2.3.10 Authorizing Document

According to Section 8 of the Hirons & Company Corporate Bylaws, unless otherwise provided by the board of directors, all contracts, leases, commercial paper and other instruments in writing and legal documents, shall be signed by the president and attested



by the secretary. All bonds, deeds and mortgages shall be signed by the president and attested by the secretary. All certificates of stock shall be signed by the president and attested by the secretary. All checks, drafts, notes and orders for the payment of money shall be signed by those officers or employees of the corporation as the directors may from time-to-time delegate. Thus, as president and secretary of the corporation, Tom Hirons is legally authorized by the organization to commit the organization contractually.

***A copy of the Hirons' Corporate Bylaws is included in a sealed envelope.***

#### **2.3.11 Subcontractors**

Hirons has more than **26** years of experience in managing and developing relationships with subcontractors. We have relationships with more than **350** vendors and our success in working with these vendors is indicated by our many long-term relationships. We ask for participation of minority-owned and women-owned business entities whenever possible, and welcome these opportunities for collaboration. Hirons has developed excellent relationships with state-approved **MBEs/WBEs** such as **Briljent**, LLC, Infinite, Inc., Fineline Printing and **ASAP Courier Service**.

Hirons has formed a strategic alliance with state-approved **minority business** enterprise, Pathway Productions, and woman-owned business enterprise, **Briljent**, to accentuate the

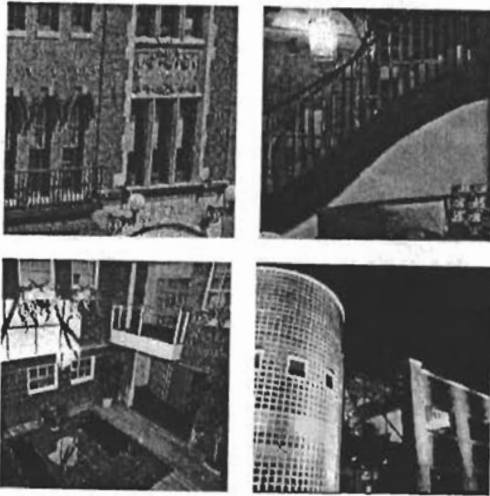
full services offered by the prime contractor for media services.

#### ***Pathway Productions***

Pathway Productions provides media solutions to a variety of market segments. They offer expertise in a range of services from **television/video** production (they have received eight national **Emmy** awards for their broadcast work), to Internet strategies, application development and interactive marketing. The company is focused on providing clients with integrated approaches designed to achieve a variety of goals, and is a minority-owned, federally certified **8(a)** organization as well as a certified Small Disadvantaged Business (**SDB**).

Hirons feels Pathway is a natural choice to provide any number of subcontracted services to meet the contract's **MBE** requirement including video production, digital audio technologies, post-production, animation or Internet development and strategy. Per contract specifications, it is anticipated three percent of the budget will be dedicated to Pathway Productions.

Pathway Productions  
Michael Husain, President  
**200 S. Meridian St., Suite 270**  
**Indianapolis, IN 46225**  
**p: 317-554-8000**  
**f: 317-554-8010**  
**[mhusain@pathwayproductions.com](mailto:mhusain@pathwayproductions.com)**  
**[www.pathwayproductions.com](http://www.pathwayproductions.com)**



### **Briljent, LLC**

Briljent has extensive experience and specialized expertise in Indiana government activities, programs and projects. It offers professional services to large trade associations, government agencies, and corporate clients including technical writing, procedure and policy documentation, and Web usability testing.

With nearly 50 staff members and office locations in Fort Wayne and Indianapolis, Briljent is able to work quickly and effectively.

Hirons may employ Briljent to assist with technical writing and other key administrative tasks critical to the account. As a WBE, it is anticipated Briljent will be allotted four percent of the total budget.

Briljent, LLC  
Kathy Carrier, President and CEO

Fort Wayne Office:  
7615 W. Jefferson Blvd.  
Fort Wayne, IN 46804

Indianapolis Office:  
2450 Production Dr.  
Indianapolis, IN 46241

p: 877.434.0990  
[kcarrier@briljent.com](mailto:kcarrier@briljent.com)  
w: [www.briljent.com](http://www.briljent.com)

*Please refer to Attachment B for letters from Pathway Productions and Briljent stating each company's willingness to work with Hirons & Company to provide media services for the OAG.*

## **2.4 TECHNICAL PROPOSAL**

### **2.4.1 General Information**

Hirons & Company **Communications, Inc.**

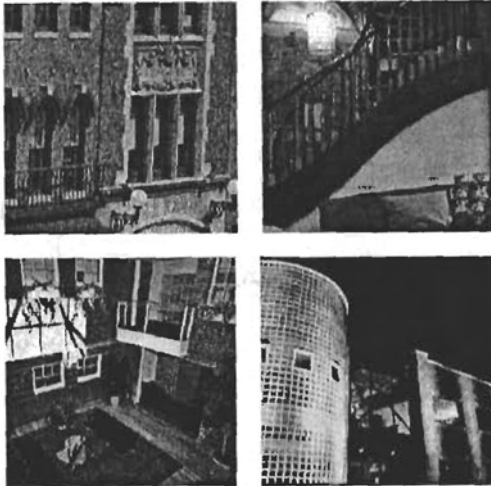
Indianapolis Office:  
135 S. Illinois St.  
Indianapolis, IN 46225  
p: 317.977.2206  
f: 317.977.2208  
[thirons@hirons.com](mailto:thirons@hirons.com)

555 N. Morton St.  
Bloomington, IN 47404  
p: 812.331.7500  
f: 812.331.7020  
[thirons@hirons.com](mailto:thirons@hirons.com)

Hirons & Company was founded by Tom Hirons in 1978.

### **History**

Hirons & Company Communications was founded by Tom Hirons in Bloomington, Indiana, in 1978. During its 26-year history, the company has grown to become a nationally recognized converged communications agency. Hirons & Company was recognized as the top ranked Indianapolis-area, full-service



advertising agency for the second consecutive year by the Indianapolis Business Journal in its "2005 Book of Lists."

In 2001, the agency completed renovation of a state-of-the-art facility in downtown Bloomington. By undertaking an accredited historic renovation of an 1880 Showers Brothers building, Hirons & Company preserved turn-of-the-century industrial architecture, and a Bloomington landmark facility, while creating a high-technology center for converged communications.

The 30,000-square-foot facility features advanced telecommunications **including** dedicated server rooms for advanced Web site staging, high-tech research facilities for focus groups and utilization studies, and videoconferencing facilities. The Bloomington office is linked to the agency's office in Indianapolis by a high-speed private network.

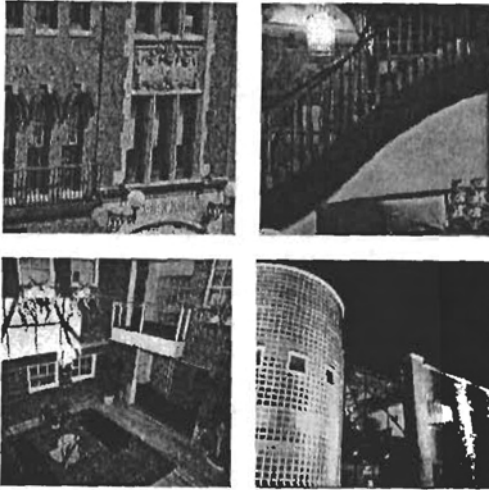
In 2000, the agency acquired the assets of Checker Advertising Company. This Indianapolis-based agency strengthened the agency's statewide standing and brought **distinguished** accounts including Indianapolis Downtown, Inc. We expanded facilities in Indianapolis to meet our service obligations to major central Indiana accounts such as the Indiana Office of Tourism, Indianapolis Indians, Metropolitan Indianapolis Board of REALTORS®, and the Indiana Health Care Association.

Our company headquarters is now based in the heart of downtown Indianapolis at 135 South **Illinois** Street, housed in the historic St. Elmo building. The 4,675-square-foot office is the hub of activity for central Indiana clients.

From 1996 to 2000, Hirons & Company maintained an office in Beijing, China, and provided communications management for Cummins Engine throughout Asia. During this time, Hirons & Company served other Fortune 500 companies, such as **Eli Lilly** and Company and IBM.

Hirons & Company has served a variety of companies and is an expert in delivering converged communications by building strong brands across a variety of media. Our experience in a wide variety of industries, cultures and challenges gives us vast knowledge to apply to our client work. As necessary, we team with professionals in key industries to provide industry-specific depth and knowledge. This approach has resulted in a long track record of successful client relationships and steady agency growth.

Throughout its 26-year history, Hirons & Company has had a strong commitment of giving back to the community. Members of the staff are encouraged to participate in a variety of community organizations and are supported by significant gifts of agency services for the organizations in which they volunteer their time and talents.



### ***Number of Staff Members***

Hirons & Company currently employs 57.5 full-time equivalents.

### ***Agency Services and Capabilities***

#### **Agency Overview**

Hirons & Company prides itself on its ability to **seamlessly** combine three core **services**—interactive, advertising and public relations—to provide a fully converged marketing plan. The agency is divided into five core disciplines:

#### **Account Management**

Account managers are an extension of your professional staff. **These** individuals are intimately involved in every step of the strategic process, from development to final client approval and delivery.

#### **Creative Services**

Creative staff **members are** accomplished, talented artists who think strategically and creatively to design **award-winning** campaigns for clients.

#### **Interactive Services**

From Web sites to interactive CD-ROMs, cutting-edge videos to direct e-mails, the Interactive team is highly **skilled** in the latest technologies and innovations to ensure that the client is ahead of the curve and the competition.

#### **Media**

Media staff members are skilled buyers and

planners who work to maximize the client's media exposure, while minimizing costs. These Individuals use state-of-the-art research and analysis systems to design a media campaign that best targets your **audience** and meets the needs of the company.

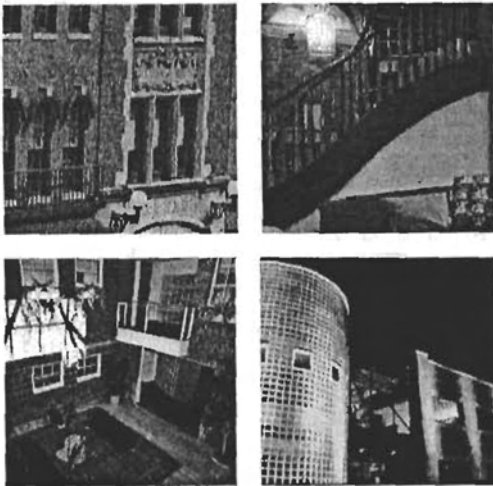
#### **Public Relations**

PR specialists are former reporters, editors and business professionals who are skilled at developing highly targeted outreach **campaigns**, crisis communication plans, and other initiatives aimed at mastering the message in the public's eye.

### ***Proposed Account Team***

#### **Deana Haworth - Account Director**

Deana is a senior account manager at Hirons & Company Communications. **She** is responsible for some of the largest converged communications accounts in the agency, including the 6,500-member Metropolitan Indianapolis Board of REALTORS' (MIBOR). From public relations outreach to special events, Deana leads teams to success by overseeing comprehensive communications plans. For the Indianapolis Indians, she implemented a branding campaign that brought in 576,065 fans to the \$18.5 million ballpark in 2004, one of the highest attendance records in Indians history. Deana also oversees community outreach initiatives in Indianapolis for the Clean Stream Team, a billion-dollar **initiative** to improve an aging sewer system and water quality of rivers and streams. With a working knowledge of municipal and



state government clients, she has brought successful results for agencies as large as the National Park Service—creating targeted multimedia training products for thousands of federal employees. At the state level, she has an established history with the Office of the Attorney General—assisting in special projects work for several years. From CD-ROMs that educate seniors and Latinos about predatory lending to the management and publication of statewide Unclaimed Property listings, Deana has managed accounts that bring in top results for both government and commercial clients. While at Hirons, she has also worked with the Indianapolis Marriott Downtown, Indiana Health Care Association, Indiana University School of Public and Environmental Affairs, and Verizon Wireless. She has a bachelor's degree in journalism from Franklin College with a minor in business and concentrations in public relations and advertising.

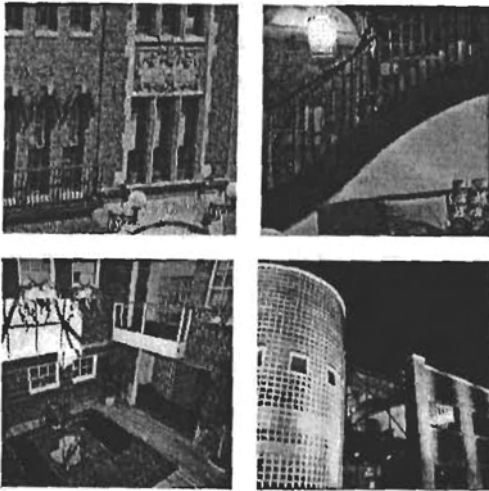
#### **Jim Parham - Strategic Project Lead**

Jim is the executive vice president for Hirons & Company Communications. During the past 26 years, Jim Parham has handled public relations, crisis communications, and overall marketing and strategic communications for some of the nation's largest private companies and government agencies. Jim is a former assistant vice president of the nation's largest employee-owned technology firm, Science Applications International Corp., based in La Jolla, Calif. Jim also served as chief of staff for the National Park Service, a \$4 billion federal agency. A native Hoosier, Jim has considerable experience in handling national media such as "60

Minutes," "Nightline," The New York Times, and The Washington Post. He is often chosen by the U.S. government to coordinate and facilitate public outreach efforts on highly visible and controversial initiatives such as nuclear power plant sitings, storage of high-level radioactive waste, and the U.S.-Russian destruction of plutonium warheads. He coordinated all activities for the 50<sup>th</sup> anniversary of the bombing of Pearl Harbor at the USS Arizona, organized a U.S. Senate tour of islands that included a rare visit to a community for people suffering from Hansen's disease (leprosy), and conducted a series of public meetings for the Office of the Vice President on food-borne health diseases. Jim's specialty is organizing campaigns aimed at changing the perceptions of mass audiences. Through the executive loan program based at Indiana University, Jim also served 19 months as director of Indy Parks—creating the popular "bark parks" for dog owners and completing \$40 million in new facilities including the Holliday Park Nature Center. He is in his 12th year teaching media relations and customer service at Indiana University. Jim has a bachelor's degree in communications from Ball State, with concentrations in natural resources and Journalism. He also has a master's degree in public administration from American University School of Public Affairs.

#### **Natalie Robinson - Account Manager**

Natalie is an account manager for Hirons & Company Communications, specializing in public sector clients and their special needs. From nonprofits to federally subsidized



government accounts, Natalie provides quality service to those who need to maintain efficient spending and accountability to the public at large. Her clients have included the Indiana Criminal Justice Institute; Red Geranium Enterprises, which owns the Red Geranium Restaurant and the New Harmony Inn & Conference Center in southern Indiana; Big Brothers Big Sisters of South Central Indiana; Indiana Office of Tourism; Centra Credit Union; Monroe Bank; and WFIU radio. With critical attention to large million-dollar campaigns and smaller pro bono accounts, Natalie has worked to better position her clients for top results—in gaining new members, increasing the profile of fundraising campaigns, or changing public perceptions through outreach campaigns. In 2002, the Hirons & Company team set records for **seatbelt** compliance and significantly reduced the number of motor vehicle-related fatalities in Indiana. For the Big Brothers Big Sisters group, she helped craft key messages to recruit and convince volunteers that their busy lifestyles can mesh with assisting a child in need. By crafting advertising material to fit the client, Natalie can easily adapt to working on collateral material ranging from pocket-sized brochures to outdoor billboards, newsboxes and broadcast Public Service Announcements. She is a member of the Ad Club. Natalie graduated from Indiana University with a bachelor's degree in telecommunications, and minors in business and marketing.

#### **Rose Durbin - Media Lead**

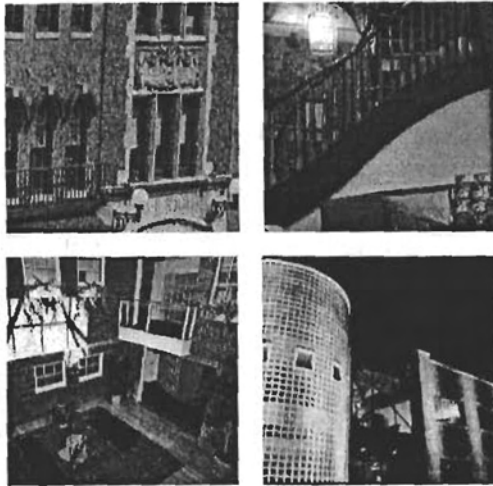
Rose is the media director for Hirons & Company Communications, ensuring that all

resources of the agency are tapped to create a client-centric strategy. She has worked in the media and marketing fields for more than 22 years. With expertise in diverse industries, including health, financial, retail and food, Rose negotiates value-added extras with cross-promotions that consistently hit home runs. With an emphasis on new media strategies in advertising, Rose can position any account into niche markets that clear the way for any company's brand promise to distinguish clients from their competitors. While in Chicago, she created the marketing strategy for the Chicago Tribune to aggressively defend its market position from Rupert Murdoch's Sun-Times. In Indianapolis, she supervised teams creating national advertising campaigns for McDonald's, including the statewide execution of the Beanie Baby Kids Meal promotion. For New York City health care facilities, she executed integrated media plans that involved the coordination of hospitals, assisted-living facilities, nursing homes, senior daycare and home health care operations. With a background also in public relations, Rose has worked with celebrity promotions for clients tapping the talents of musicians and actors, including B.B. King, Florence Henderson and the late Dave Thomas, the founder of Wendy's. Rose has a bachelor's degree in English from Xavier University. She is also a member of the Local Advertising Review Board of the Better Business Bureau of Central Indiana.

#### **Erin Witt - Public Relations**

##### **Lead & Copywriter**

Erin is an account manager/public relations

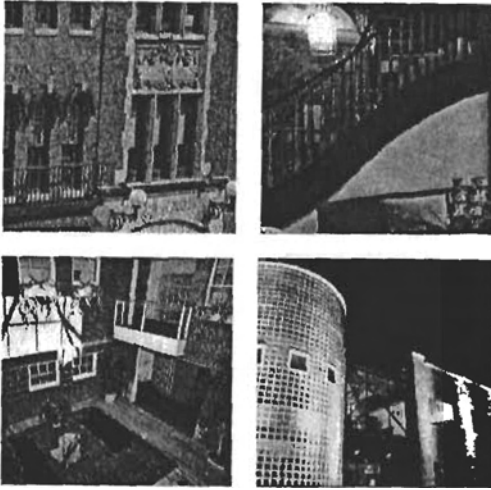


specialist for Hirons & Company Communications. Her specialty is creating a foundation for successful media events. As a **media** liaison in the Indianapolis mayor's office, Erin wrote city news regularly, including the "Building Better Neighborhood" feature, for weekly and community newspapers. She helped organize the Front Porch Alliance anniversary when President George W. Bush kicked off his national campaign highlighting faith-based **initiatives** for neighborhoods. With her research and interviewing skills, Erin also assisted in compiling information for the book *The Indy Experience* written by former Mayor Steve Goldsmith. She briefed high-level city **officials** on issues including public safety and law enforcement. As a former marketing specialist for Powerway Inc., an Indianapolis software expert for the automotive industry, she wrote collateral material, white papers, case studies and assisted in a rebranding effort for the company. She spearheaded the company's philanthropy initiative, working with Wheeler Mission Ministries and **organizing** an in-house fundraiser for Riley Hospital for Children. At Hirons & Company, Erin writes the DeKalb Memorial Hospital newsletter Healthy Outlook, writes weekly **advertorials** for the Metropolitan Indianapolis Board of REALTORS®, and has planned event-driven **media** for the USA International Harp Competition. Erin is a graduate of Butler University.

Haven Anderson - Creative Lead  
Haven is an associate **creative** director for Hirons & Company Communications. He works with the agency's **highest-profile clients**:

Indiana **Office** of Tourism and the Indiana Department of Natural Resources. Specializing in high-end broadcast production, Haven crafts consistent and targeted media messages that sway public opinion. He works effectively with public policy planners to alter behavior—from gambling to seat belt usage. His award-winning campaigns have resulted in positive change for Hoosiers, including a record low in motor vehicle fatalities in recent years. Haven also effectively cuts across cultural, gender and age differences in all types of advertising—radio, TV, billboard, news boxes and direct mail. With a specialty in cultural tourism initiatives, Haven has worked on state travel, festival and outdoor recreation publications. Formerly with **Pearson McMahon** Fletcher England as a production **assistant/account** coordinator, he has an advertising background with major Indiana retailers, pharmaceutical companies, theme parks, public universities and residential real estate developers. He is a graduate of Ball State University and has a bachelor's degree in communication arts. Haven has also completed courses in film production, advertising photography and advanced computer graphics at the Indianapolis Art Center.

Nicole Mueller - Interactive Lead  
Nicole is a senior programmer for Hirons & Company Communications, offering her clients at Hirons a background based in science, research and marketing for start-up companies. Steeped in the programming essentials of the day—HTML, **JavaScript**, Java and PHP—Nicole brings more than just technology skills to building the best-of-class Web sites and



applications. A creative, yet analytical thinker, Nicole has a solid understanding of full-lifecycle applications development, object-oriented analysis and design, Web technologies, Interface design and usability issues. At Hiron, she helped launch a re-branded Web site for IOS—International Outsourcing Services, a global company that provides data services and contract manufacturing, and developed online skills tests for 2,800 employees of Bloomington Hospital. She has managed teams and been a lead designer and programmer at **CreekPath Systems Inc.**, and has served as a consultant to the National Renewable Energy Laboratory and the University Corporation for Atmospheric Research, both based in Colorado. Familiar with the needs of both private and public sector clients, including federal agencies, Nicole delivers technology solutions. Nicole is a graduate of the University of Notre Dame and has a bachelor's degree in biochemistry and anthropology.

#### **Subcontracted Services**

Pathway Productions provides media solutions to a variety of market segments. They offer expertise in a range of services from television/video production (they have received eight national Emmy awards for their broadcast work), to Internet strategies, application development and interactive marketing. The company is focused on providing clients with Integrated approaches designed to achieve a variety of goals, and is a **minority-owned, federally certified 8(a)** organization as well as

certified as a Small Disadvantaged Business (SDB).

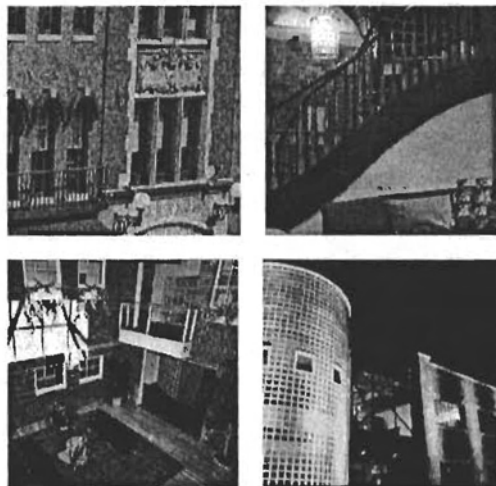
Pathway Productions has had the privilege of working with clients including Butler University, Indiana Tobacco Prevention and Cessation (ITPC), The Indiana State Museum, Dow, Eli Lilly and Company, **RATIO Architects** and The Hanover College Rivers Institute of Technology.

Hiron feels Pathway would be a natural choice to provide any number of subcontracted services to meet the contract's MBE requirement, including video production, digital audio technologies, post-production, animation or Internet development and strategy. Per contract specifications, it is anticipated three percent of the budget will be dedicated to Pathway Productions.

Pathway Productions has submitted the following competitive rate structure for its participation in the OAG Media Services:

- **Interactive Design/Development:**  
\$100/hour
  - Video Production (crew with producer): \$1500/day
- Post Production (edit suite with editor): \$1650/day (\$165/hour)

By teaming with Pathway Productions, the following staff may work with the Hiron



team to assist with the OAC media services projects:

#### Michael Husain - President

As founder and owner of Pathway Productions, Michael Husain has grown the firm since 1996 from a one-person office operating out of his basement, to a 25-person, nationally honored media production company. Michael started his television career as a general assignment reporter for WAVE-NBC in Louisville, Ky, and then as an associate producer with Oregon Public Broadcasting in 1990. He continued at Bill Kurtis Productions in 1991 and Towers Productions in 1993 as a staff writer and producer. Michael honed his writing and production skills creating documentaries for The History Channel, HCTV, The Learning Channel, The Discovery Channel, PBS, A&E and ESPN. In the past year, Michael has created more programming for The History Channel, Discovery and Discovery Health as well as its second full season of The New American Sportsman for ESPN. In addition, Michael uses his finely honed storytelling skills to develop corporate videos, CD-ROMs, DVDs and Web sites for a myriad of local and national clients. With all of this success, Michael was honored by being selected into the 2001 class of the Indianapolis Business Journal's "40 under 40." He is also a member of the Who's Who in American Business.

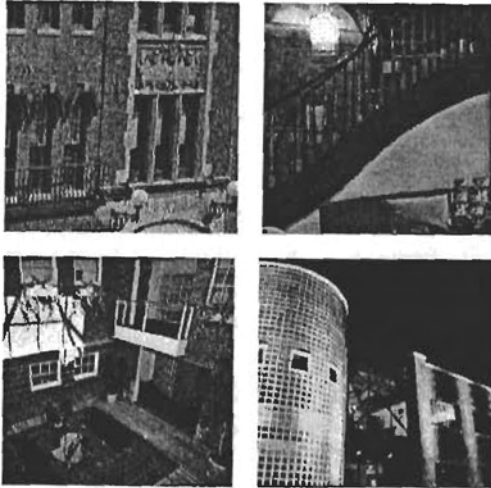
#### Jason C. Zickler - Vice President, Design & New Media

Jason has extensive design and project management experience in interactive graphics

and new media. He has served as the creative director for a Web solutions company in Indianapolis, identified by The Business Press as the 13th fastest-growing private company in the city. Prior to that, he was a graphic designer and Web engineer for an advertising software design firm. Jason has experience and skill in every facet of interactive media development including concept formulation, application selection, user interface design, database architecture, media production and packaging, and integrated media systems marketing strategies. Jason believes that carefully defining and connecting with the targeted audience is a vital component of every successful interactive media solution. He has designed and produced successful interactive media solutions for numerous businesses, community, and non-profit clients in the Midwest. He has also teamed with several leading advertising, marketing, and media production partners to serve major national and international clients.

#### Jason Diehl - Director of New Media

Jason has four years of experience in interactive media design, development and programming. Jason was the lead developer on Addy award-winning projects such as the Web site for Cookie Cutters ([haircutsarefun.com](http://haircutsarefun.com)) and C3 Logistics ([www.c3logistics.com](http://www.c3logistics.com)) among others. Jason has also been involved in projects for such organizations as Butler University, Indiana Tobacco Prevention and Cessation (ITPC), The Indiana State Museum, Dow, Eli Lilly, RATIO Architects, The Hanover College Rivers Institute of Technology and many more. His knowledge in all areas of new media and attention to detail



has greatly contributed to Pathway consistently producing quality Web sites, CD-ROMs, DVDs, and video graphics on time and within budget.

#### Bill Baker - Project Manager

Bill began his career producing, shooting and editing corporate promotional, training and recruiting materials for Midwest clients such as JIST Publishing and Knauf Fiberglass, as well as Fortune 500 companies Anthem and Bristol-Myers Squibb. Along the way, Bill learned the skills needed to master the production process from concept development to media delivery. After several years producing, shooting and editing both corporate and national broadcast pieces, Bill focused his talents on the world of post production. Over the course of two years as a freelance AVID editor, Bill had the opportunity to finish Emmy-winning programs for ESPN Classic, as well as both documentary and entertainment pieces for VH-1, Discovery Channel, ESPN and ESPN2. In December 2002, Bill joined the management team at Pathway Productions. As Director of Post Production, Bill is responsible for the day-to-day operation of Pathway's four AVID editing suites and ProTools audio finishing suite, as well as the management of staff editors, assistant editors and freelance personnel. Bill relies on his years of experience to direct the seamless integration and project management of video projects.

#### Briljent

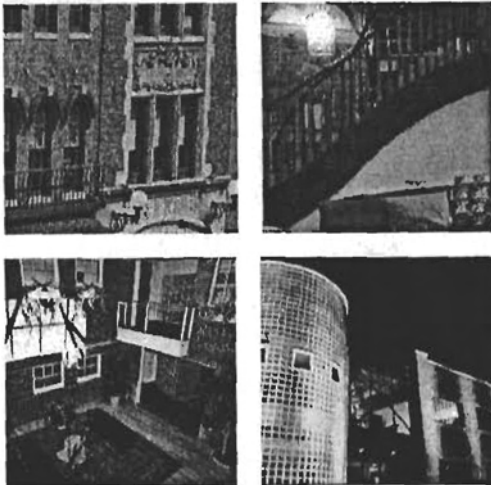
Briljent has extensive experience and specialized expertise in Indiana state government activities, programs and projects. it offers professional services to large trade

associations, governmental agencies, and corporate clients including technical writing, procedure and policy documentation, and Web usability testing.

Briljent boasts an impressive roster of private-sector clients, including Eli Lilly and Company, Conesco, Biomet and Walgreens. However, their experience working with the public sector—specifically state government contracts—is also significant. Working as a subcontractor, Briljent is providing services to Family Social Services Administration, Department of Corrections, Department of Workforce Development, the Bureau of Motor Vehicles, Department of Information Technology, Department of Environmental Management and others. in fact, Briljent is currently participating in 30 state contracts.

Briljent also has an existing working relationship with the OAC. Currently, a team of Briljent staff is working with the OAC completing a needs analysis to identify clients' business requirements for a new accounting system. The team conducts interviews with key personnel, maps workflow processes, and identifies functions requiring automation. The Office of the Attorney General will use this information to draft an RFP.

Hirons may employ Briljent to assist with technical writing and other key administrative tasks critical to the account. As a WBE, it is anticipated Briljent will be allotted four percent



of the total budget, in compliance with contract specifications.

Briljent has submitted the following competitive rate structure for its participation in the OAC Media Services:

- Consulting, training and technical writing: \$65 - \$75/hour

A strategic partnership with Briljent to provide media services to the OAC could include employing the following Briljent staff:

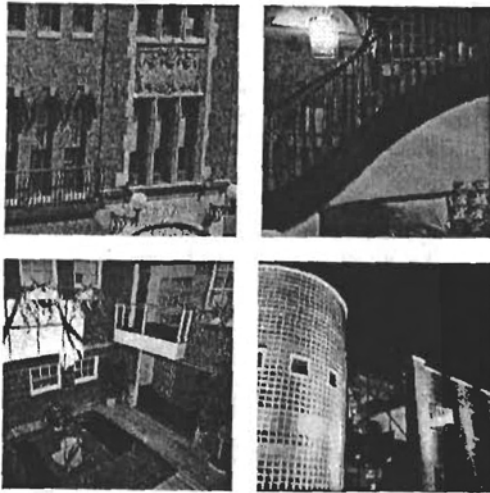
**Kathy Carrier - President & CEO**

Kathy provides strategic direction for the firm and works with clients in a sales and consultative capacity. She founded the company in May 1998 and by the fourth month of operation the company was profitable. In her 20-year career, Kathy managed audit engagements for a public accounting firm, and spent 15 years in a Fortune 500 company, serving as an officer for 12 years. At Lincoln National Corporation, she was responsible for managing customer service units and participated in the company's strategic planning efforts for nearly four years. Kathy was the director of training for Lincoln Life, responsible for 52 professional trainers and the **creation** of a \$4.5 million training center. She was responsible for the design and delivery of 1,200 courses annually to employees located across the country. She was also responsible for several International training initiatives. Kathy is a 1981 graduate of Indiana University, with a bachelor's degree

in business administration. She is a Fellow of the Life Management Institute, and a Certified Public Accountant in the state of Indiana. Her experiences with e-learning have been published in a book, "E-LEARNING: Expanding the Training Classroom Through Technology - A Collection of Articles by the Pioneers of E-Learning." In addition, Kathy recently had articles featured in the December 2004 issue of Entrepreneur, Volume 17 of Small Business Success, and the February 14<sup>th</sup>, 2005, issue of the Indianapolis Business Journal.

**Laura Dwire - Senior Vice President**

Previously, Laura worked in the medical management industry specializing in electronic filing, and in the manufacturing industry where she developed procedures and maintained standards for ISO 9000 certification. Laura has more than 18 years of professional experience. She has worked in the areas of purchasing management, project management, systems **implementation**, accounts receivable and payable, distribution, transportation, contract negotiation, crisis management and tax preparation. The past five years with Briljent have been focused on building client relations and managing key **projects**. Laura's years of experience in management and operations have led to successful project implementation for valued clients. Laura's expertise lies in her **ability** to understand, evaluate and scope projects and true objectives for her clients. She is adept at interviewing employees, evaluating processes, identifying improvements, communicating findings and results, and suggesting true solutions for her clients. Laura



is a graduate of Miami University in Oxford, Ohio, where she received a Bachelor of Science in management.

#### Kaylene Harrison - Senior Instructional Designer

Kaylene boasts extensive technical writing and instructional design experience across multiple industries. This expanse of knowledge allows her to use her analytical, instructional design and writing skills for a variety of clients.

**Kaylene** has worked extensively in the insurance industry including **WellPoint** (formerly Anthem Blue Cross Blue Shield of Indiana) and Consecro, a financial services and insurance client. Projects outside the insurance industry include working with governmental organizations and assisting in their request for proposal (RFP) process. Prior to **Briljent**, Kaylene worked as a project manager for American Technical Training in Indianapolis. Kaylene was responsible for establishing and meeting schedules and budgets for customized technical documentation projects for various clients including Ingersoll-Rand, **Eaton Corp.**, and **Verizon**. She managed four writers and two graphic designers and edited all **documentation** and design. Previous work experience includes a position as the Public Information Officer for the City of Fort Wayne, a Communications Coordinator for **Do-It-Best**, and a freelance writer. Kaylene received her B.S. in journalism in 1995 from Indiana University.

#### 242 Prior Experience

Hirons & Company has had the privilege of working with the Office of the Attorney General on a number of past projects and consultations. Hirons feels it is uniquely qualified to provide media services for the OAG because of this good working relationship and Hirons' exceptional depth of understanding of the Office and the goals of its three divisions.

Our sound working knowledge of the OAG will eliminate the need for an orientation period before beginning work for the divisions. This will save valuable time, allowing Hirons & Company to hit the ground running and immediately provide targeted and timely media relations services.

If Hirons were selected to provide media services for the OAG, a carefully planned media strategy would be developed as soon as possible to identify opportunities for all three divisions, and to take advantage of existing media events, festivals and other chances for "piggybacking" to best utilize the OAG's resources, including creation of a separate marketing communications and media plan for each division. This would allow Hirons to work with each division's staff to identify and respond to key opportunities and issues within each unique category, rather than applying a blanket approach that may not be universally successful across the OAG.

Hirons has a five-step approach in developing strategic positioning and a strong communications plan.

First, we conduct an internal situation assessment to gain insight into the client's vision and prepare for market research.

This phase can be completed through meetings and executive interviews with key staff. Secondly, we would conduct an external situation assessment, which involves conducting executive interviews with specific target audiences, evaluating "best practices," conducting a marketing assessment, and completing an audience analysis. Third, we would develop strategic positioning statements. Fourth, we would fully optimize positioning concepts both internally and externally. Lastly, we would finalize the positioning strategy and develop a comprehensive communications plan.

This is a proven approach for the development of a communications plan. We would recommend an aggressive schedule that will maximize the budget of the Office of the Attorney General, and a plan containing the following initial steps to success.

#### *Communications Plan Development*

Hirons & Company suggests developing a timeline-based communications and media plan to effectively reach audiences. This plan will identify target audiences, develop key messages and organize this information into an effective, usable roadmap.

The communications plan will be based upon research and will include metrics to measure the effectiveness of the communications plan. Hirons & Company will take a global look at the unclaimed property program and identify the most salient points to promote. We will scour the division for the best marketing opportunities—highlights that will emerge from the executive interview process.

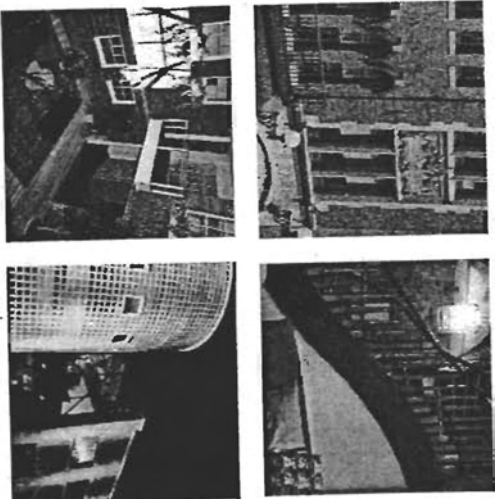
#### *Environmental Scan*

The first step to developing the communications plan is a comprehensive environmental scan that includes literature review, best practices, research—both primary and secondary—and review of media hits.

**Executive Interviews:** We recommend in-depth interviews with key division heads and project managers to evaluate what current efforts are working well, as well as to help shape the direction of future efforts. These interviews will help Hirons & Company measure attitudes, visions and concerns essential in developing successful communications efforts.

**Best Practices:** Hirons & Company suggests researching best practices among other states' similar programs. These best practices can then be used to shape future efforts in Indiana, or to modify current work.

**Marketing Assessment:** A marketing assessment of communications efforts to date is also advised. This situation analysis will allow Hirons & Company to appraise what is working





now, brainstorm how current programs can be expanded, and to make proactive recommendations for important activities over the term of the contract.

To provide a benchmark and help measure program success, Hiron also recommends a complete, quick-hit assessment of the knowledge of key programs. This effort may include both qualitative and quantitative methods.

**Communications Audit:** Hiron & Company also advises a review of all current collateral and other materials used. This review can assess the effectiveness of the information, and recommend any needed updates or enhancements.

In this audit, the Web site should also be reviewed, with recommendations to help better support program goals through the Internet.

### **SWOT Analysis**

As part of this overall communications plan, we will share key findings and a SWOT Analysis. We feel a complete, detailed Strengths, Weaknesses, Opportunities and Threats report based upon information gleaned in the Environmental Scan would be beneficial before launching a comprehensive communications plan. A SWOT Analysis will make future measurement and evaluation tools more accurate.

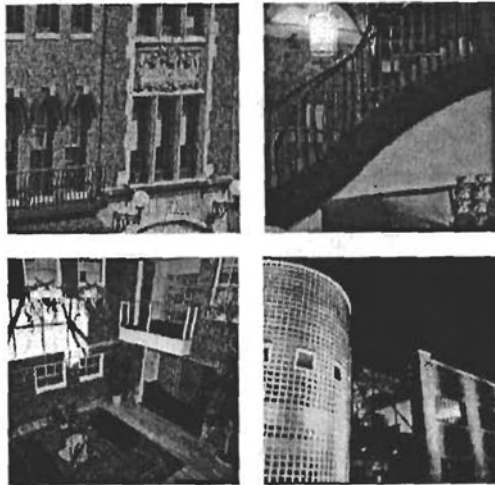
In the communications and media plan, Hiron would address all elements of marketing, using the research collected to develop key messages and goals. This is much like a strategic **planning** process: specific goals would be developed for the program, with established measures of success. Every time the public is exposed to one of the divisions, its experiences should reinforce the Office of the Attorney General's goals and messages.

Hiron & Company's core agency services and niche specialty products would both be key if selected to provide media services for the OAC. Here are a few capabilities and project concepts that we feel will be critical in helping the OAC reach its goals:

### **Media**

Planning integrated media campaigns. Negotiating media packages at the lowest rates available. Placing media throughout the state and nationally. These are just a few of the ways that the Hiron & Company media team can assist you.

Our planners and buyers are, e. The media function does not e. vacuum. It must be planned and d as an extension of marketing and c needs. Every media action must have marketing rationale.



We are conversant with all media forms. Specializing in one medium breeds narrow thinking. Our goal is to match the best media with your message, reaching the targeted audience in the most effective way within your budget.

Hirons' overall media planning and buying philosophy is to deliver the optimal media plan/buy efficiently, effectively and as a value to the client.

This philosophy is achieved by working closely with the client and the Hirons internal team to blend innovative ideas with continuity and fuel greater innovation, creativity and media opportunities. Together, this enables the synergy of the campaign to elevate the brand overall and highlight the product itself.

Hirons' media plans are never "cookie cutter" plans. Each of our clients is unique in direction, product, brand and approach, thus their creative and media plan/buys should be as well. The media department researches their clients and products, and then reviews the direction and strategies of each specific campaign.

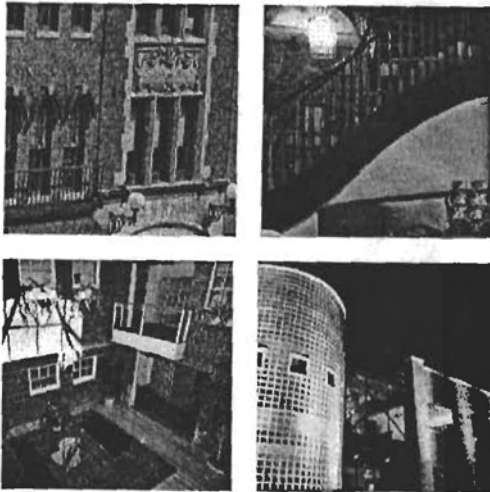
This Information, along with extensive media research, is analyzed, and then a media plan recommendation is created and presented.

As each campaign concludes a post analysis is pulled and analyzed and reported to the client

to show how a campaign performed and see if the plans need to maintain or be revised in any degree.

**SRDS Media Solutions:** The SRDS database of media rates and information is the largest and most comprehensive in the world—cataloging more than 100,000 U.S. and international media properties. SRDS provides complete access to the proprietary SRDS database of domestic trade and health care publications. Hirons' media department is able to analyze standardized ad rates, dates, contact information and links to online media kits, Web sites and audit statements. Online and print access to the most current and accurate dates from SRDS makes media planning and buying more efficient and saves money for the client.

**Arbitron and ACNielsen Media Research Products:** Hirons & Company uses the leading proprietary research for television (**ACNielsen**) and radio (Arbitron). Arbitron Inc. is an international media and marketing research firm. Arbitron's core businesses include measuring network and local market radio audiences across the United States; surveying the retail, media and product patterns of local market consumers; and providing application software used for analyzing media audience and marketing information data. Hirons' media department uses Arbitron to build optimal broadcast radio schedules delivering the highest gross point rating points (**GRPs**) at the lowest cost-per-point (**CPP**).



Nielsen Media Research, the world-famous TV Ratings company, is the leading provider of television audience measurement and related services in the world. Active in more than 40 countries, the company offers television and radio audience measurement, print readership and customized media research services.

**Arbitron SmartPlus:** SmartPlus is a television, cable and radio ratings application. In addition to essential demo, trending and rank reports, SmartPlus offers customizable planning, buying, and posting features. SmartPlus is used by Hirons' media department to build the most efficient television and cable buys through multi-demo and multi-book estimating; detailed program lead-in and lead-out competitive information when using program average data; prebuy research and scheduling adjustments for local consumer data; automatic **postbuy** analysis and reconciliation to hold stations accountable for rating performance.

**SQAD:** SQAD is recognized as the industry standard media cost forecasting source for national TV, spot TV, Hispanic spot TV, spot radio and the Internet. SQAD provides instant access to CPMs and CPPs by network and **daypart**, unit costs, CPMs and CPPs by program category and time period. SQAD is a vital negotiating tool used by Hirons' media department providing clients with the highest return on investment when placing broadcast television, radio or Internet buys.

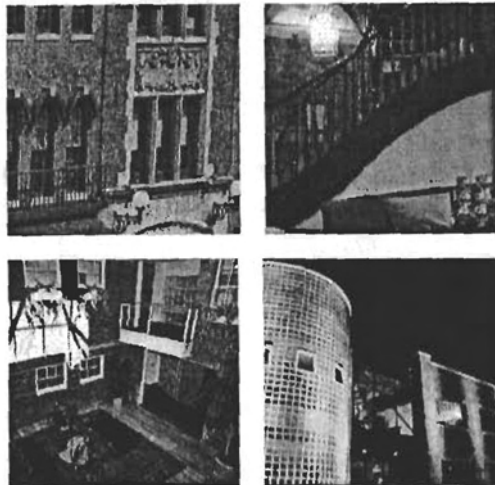
### ***E-mail Blasts and E-newsletters***

In light of the Attorney General's well-known platform on telephone privacy, the OAC must be exceptionally cautious when communicating with its audiences during division marketing. New media tactics, specifically e-mail blasts or e-newsletters, would be an ideal solution to this problem.

Hirons & Company has successfully used e-mail blasts for a variety of clients, including the Indianapolis Marriott Downtown, Indiana Office of Tourism, the Metropolitan Indianapolis Board of REALTORS® and DeKalb Memorial Hospital.

In many ways, e-newsletters are less intrusive than other forms of communication. They provide an alternative that is more appealing to most readers and is more effective because each e-newsletter delivers value to program members on a regular basis. In addition, an e-newsletter would be a useful **information-gathering** tool for the OAC, too—they allow tracking of which articles are most read (i.e., which information is most important to your **readers**), which e-mails are opened and if any are forwarded to different addresses.

To help communicate to audiences for the Consumer Protection division, Unclaimed Property division and the Medicaid Fraud Control Unit, Hirons would recommend development of an HTML template that can



accommodate content provided by the client. Hirons can create original content for the e-newsletter as well, and provide full service from list development to managing distribution. To distribute the e-newsletter, Hirons recommends contracting with an e-mail solution company such as ExactTarget or NeighborhoodEmail.

If selected, Hirons would meet with division heads to determine audience, frequency and a messaging strategy in line with each division's goals.

### ***Strategies and Tactics***

Based on goals and key messages identified, we would develop tactics encompassing not only these services, but the full range of marketing approaches—advertising, PR opportunities, partnership opportunities, the Web site, e-newsletters and collateral materials.

Hirons & Company would include recommendations on an advertising and branding initiative for the Unclaimed Property division in the communications plan. Branding would be an extremely effective way to put a face on this important, but little-known **OAG** division. If desired, Hirons & Company would employ a full branding process, including in-depth interviews to determine brand identity, competitive research exploring how the brand will fit in the marketplace, and creation of a logo, brand icon or character, **tagline**, text treatment, color and style guide, and usage manual.

The brand character created could bring new life to the Unclaimed Property division, crossing media for use in paid advertising, earned media, Internet and live appearances at festivals and other large community events across the state.

Hirons feels that more limited initiatives for the Medicaid Fraud Control Unit and the Consumer Protection division would be appropriate. After identifying key audiences and determining specific goals and budget guidelines, recommendations might include media mix, media buying, creative concepting, Web site revisions, e-mail blast communications, and in-person public relations opportunities, such as speakers bureaus.

Campaigns could also be developed to leverage cross-promotional and value-added opportunities with media partners. All advertising and promotional avenues would be investigated, including broadcast, cable, outdoor, print, radio and Internet marketing.

To help measure the effectiveness of these campaigns and specific tactics, Hirons would employ a variety of qualitative and quantitative research methods. A benchmark study would be advised to evaluate Hoosier's awareness of the OAC and its division programs before campaigns begin. Post-campaign evaluations would also be conducted, and the metrics would be compared with the initial results to confirm campaign success. Hirons & Company feels this is the most effective way to ensure that the goals of the **OAG** are being met,



and that we are producing a solid return on investment in our media services.

Hirons prides itself on creating responsive and effective campaigns for all its clients and would welcome the chance to provide **media** services for the OAC. Our qualifications are best expressed in the success stories of our past and present clients. Two Indiana state agencies provide excellent examples of our capacity to perform stellar state work for a wide range of audiences, using a variety of media services and performing within budget constraints.

#### ***Indiana Office of Tourism***

Indiana tourism brings in \$5.9 billion annually, and the state hosts 49.2 million domestic visitors each year, of which 68 percent are **leisure** travelers. More than 11,000 businesses depend, in part, on visitor spending.

Hirons & Company Communications was selected through a competitive and rigorous process to assist the Indiana Office of **Tourism** in developing innovative and cutting-edge marketing approaches to reach its goals, and **continually** build upon **marketing** efforts already in place.

To achieve these goals, Hirons employed a variety of tactics, including branding and strategic **planning**; media planning and buying; direct mail to consumers; electronic communications to consumers and industry **professionals** and Web site design, development and **programming**, among others.

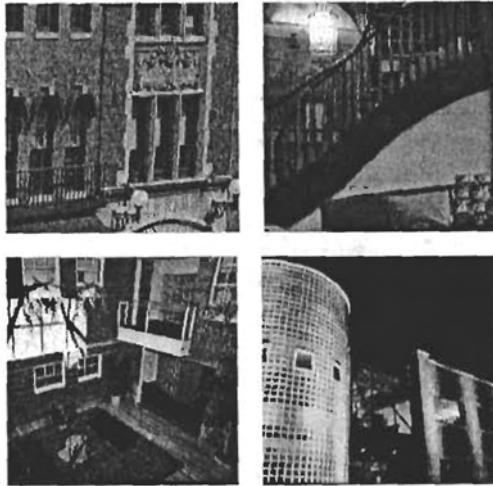
The return on investment for these efforts was impressive. Hirons was able to increase qualified lead generation by 71 percent from **162,212** to 277,638, and to increase Web site viewership by 52 percent from **128,523** monthly average to 195,210 monthly average.

The campaign achieved monetary success, too. For every dollar Tourism spent marketing travel to Indiana in 2003, visitors spent \$572. Groups that saw Tourism advertising traveled to **Indiana** 18.7 percent **more** than those who did **not** see the advertising, and visits to Indiana in 2003 increased 8.4 percent when compared to 2002.

#### ***Indiana Criminal Justice Institute***

Hirons also **achieved** media success for a former state **client**, the Indiana Criminal Justice Institute (ICJI). Like the OAC, ICJI includes several divisions, each focused on a distinct mission. **ICJI** selected Hirons & Company to develop and implement converged communications campaigns statewide to mass audiences and highly targeted demographic groups. The goal—to increase seat belt and child safety seat usage and decrease fatalities caused by impaired driving.

Hirons applied strategic planning, media planning and buying, and broadcast, outdoor, print and collateral design and production to help **ICJI** achieve this objective. The campaign produced more than 470 million gross impressions to increase public awareness with an added media value of greater than



\$2 million. In turn, Hirons' work with ICJII had a significant positive impact on Indiana. Compliance for seat belt use increased by more than 19 percent to 83.4 percent, and the annual number of fatalities decreased by more than 20 percent in three years—the lowest number of motor vehicle fatalities in the state's history.

These are only a few of our best practices. Hirons & Company has successfully implemented similar media-savvy programs for a number of other clients as well. The following case studies outline a campaign previously created for the OAC, and a second campaign crafted for one of Hirons & Company's private sector clients, the Indianapolis Indians.

### ***Indiana Attorney General***

Situation Analysis: Hirons & Company Communications was asked by Indiana Attorney General Steve Carter to educate seniors and senior homeowners about unfair, fraudulent and predatory lending practices in Indiana. With a federal grant from The Consumer Protection and Education Fund, Carter's goal was to distribute an interactive multimedia CD-ROM to public libraries, senior centers and agencies that assist the elderly.

Across Indiana, dishonest lenders target older homeowners **with** overpriced loans that strip away equity. The results are often foreclosure and **financial** ruin. The Housing Law Center defines predatory lending as "any unfair credit practice in which the borrower does not receive

a net tangible benefit from the transaction or that is not in the borrower's best interests."

Research provided by The Coalition for Responsible Lending estimated that predatory lending cost Indiana residents \$148.4 million in excess interest and fees. With historic drops in interest rates and heightened interest in refinancing, hundreds of complaints were being logged with the state office.

**Tactics/Planning:** Hirons worked with the OAC to develop the following for this targeted public education campaign:

- Format development for audio, video and graphics, with an emphasis on user interaction
- Visual identity development including logo, **tagline/theme**
- Script development
- Spanish-language **translation/glossary of terms/closed captioning**
- Selection of professional actors and site location for filming
- Creative conceiving/storyboarding for plot development and script management
- Selection of production company



The finished product: "My Indiana Home, Information and Education on Predatory Lending" was distributed statewide to nearly 1,000 **locations/users**. The CD also Included a Spanish-language version: "Mi Casa Indiana," which included closed captions and glossaries.

Outreach agencies that received the interactive **CDs** included the Better Business Bureau, Central Indiana Council on Aging, American Association of Retired Persons, Fannie Mae, Consumer Credit Counseling Service of Indiana, Indiana Secretary of State's Office, Department of Housing and Urban Development, Federal Trade Commission, Indiana Housing Finance Authority, **Indiana** Bar Association, the local Mortgage Fraud Task Force, and Legal Services of Indiana Elder Law Project.

The CD was also designed to be used in a statewide initiative by the Indiana Attorney General's Consumer Protection Division in presentations offered to senior social clubs. Educational booths were also scheduled for Fiesta and Black Expo events in Indianapolis.

"All groups have provided positive feedback about the content of the CD and its quality. Our Web site link also **received** an average of 30 hits per week over the prior year," said Staci Schneider, press secretary for the Indiana Attorney General.

"As a consumer advocate, our goal is to provide educational information and to pursue those who would violate Indiana's consumer laws. This CD is one way to provide this information

and to help citizens learn to be **savvy** and knowledgeable about entering into loan contracts."

### ***Indianapolis Indians***

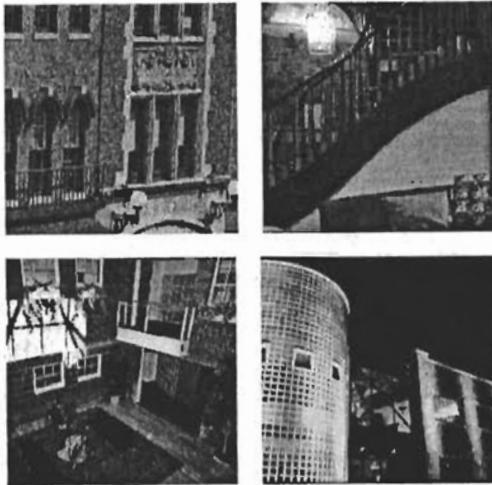
Objective: The Indianapolis Indians, the Triple-A professional baseball team affiliated **with** the Pittsburgh Pirates, have been playing baseball in Indianapolis since 1887, and Victory Field has been the team's home since 1996. Season attendance had slowly declined since 1998. Hirons was asked to create a branding campaign and a **unique** selling proposition with an **advertising/marketing** campaign, as well as provide support during implementation. The Indians wanted a fresh start in attracting new visitors to its \$18.5 million ballpark.

Hirons was asked to develop a long-term strategy to:

- Increase group ticket sales and individual ticket sales
- Bring consistency to the Indians brand through strategic marketing

Improve promotions to increase **family-**friendly crowds and improve the family ballpark experience

Strategy: Hirons & Company first conducted an Awareness, Attitude and Usage Survey of more than 200 men and women under the age of 60 in the nine-county metro area. Although awareness of the Indians was high



in this group, the research concluded that respondents had little or no emotional tie to the team.

Hirons' strategy was to enhance the brand by emotionally bonding the consumer to the team and improving the overall game experience. The **resulting** advertising and marketing focus centered on the total visitor experience at Victory Field: "Baseball Up Close."

Hirons & Company dramatically reconfigured the media buy for the Indians in order to promote every home game, trimming down the number of media partners to get consistency in promotional messages and extend the buy. This shift in strategic marketing brought immediate results and leveraged the advertising budget, and reversed an 18-year media buy policy. Our team also introduced consistency to internal daily promotions while encouraging media outlets to brainstorm fun family-focused entertainment promotions.

**Results/Return** On Investment: The 2004 season finished with strong attendance: 576,065 fans—one of the highest attendance records in Indians history. It was the first time in three years the team had seen a significant increase in per-game attendance. And it also came at a time when the team had increased individual ticket prices by a dollar.

Hirons reached target audiences by negotiating more than \$1.50 in added value for every

dollar spent in advertising—including securing more than 618 bonus radio and TV spots, and 350 radio promotional announcements.

Response from fans was the most rewarding. "You may leave a game not knowing if the Indians won," said Cindy Hawkins, 35, "but you had a good time."

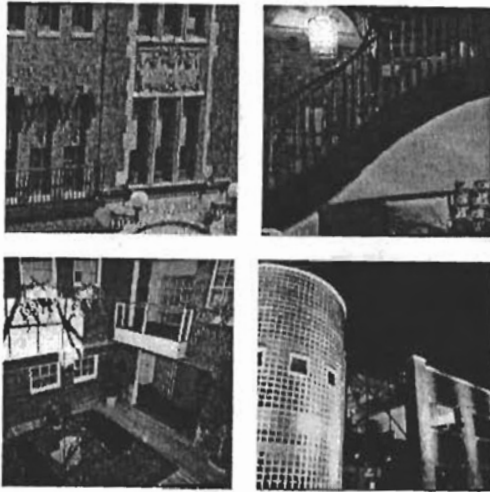
#### 2.4.3 Financial and References

##### *Current Clients*

The Indiana Rail Road Company  
Tom Hoback, President  
101 W. Ohio St.  
Indianapolis, IN 46204  
p: 317.262.51 40  
[thomas.hoback@inrd.com](mailto:thomas.hoback@inrd.com)

Claremont School of Theology  
Phil A. Amerson, President  
1325 N. College Ave.  
Claremont, CA 91711  
p: 909.447.2552  
[pamerson@cst.edu](mailto:pamerson@cst.edu)

IOS-International Outsourcing Services  
Corporate Headquarters  
Kari Costello, Vice President  
1600 W. Bloomfield Rd.  
Bloomington, IN 47403  
p: 812.339.1 813  
[kcostello@iosnet.com](mailto:kcostello@iosnet.com)



### **Former Clients**

Ball State University  
Beverley Pitts, Provost & Vice President  
for Academic Affairs  
AD106  
Muncie, IN 47306  
p: 765.285.1333  
[bwitts@bsu.edu](mailto:bwitts@bsu.edu)

Indiana University School of Informatics  
Susan Quinn, Assistant Dean  
Informatics Building, Room 207  
901 E. 10th St.  
Bloomington, IN 47408  
p: 812.856.6091  
[emmerson@indiana.edu](mailto:emmerson@indiana.edu)

Ice Miller  
Patrick Tamm, Practice Group Advisor  
One American Square  
Box 82001  
Indianapolis, IN 46282  
p: 317.221.2943  
[patrick.tamm@icemiller.com](mailto:patrick.tamm@icemiller.com)

### **How We Handle Accounts**

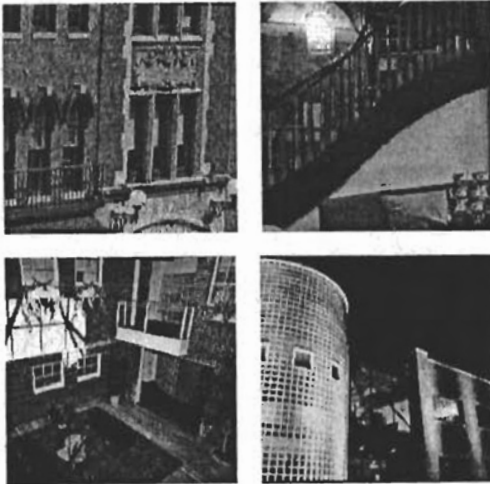
Hirons & Company utilizes Clients & Profits  
(C&P) agency management software, a  
standard system within the advertising  
community. Time and expenses are recorded  
daily. The account manager is responsible  
for managing the time and expenses for  
his/her clients.

Upon securing subcontractor participation, a  
purchase order is generated. All subcontractor  
invoicing is sent directly to Hirons & Company  
for initial approval and purchase order  
matching. These invoices are recorded in  
the C&P system. We conduct a billing cycle  
monthly. We have various billing arrangements  
with our clients. Some prefer monthly billing,  
while others prefer to be billed upon  
project/campaign completion.

Whatever the arrangement, the account  
manager facilitates the billing cycle monthly to  
ensure accuracy and budget compliance.

Once the account manager determines billing  
is appropriate, invoicing is generated and  
combined with subcontractor invoices when  
appropriate. This invoicing is then provided  
to the client for processing of payment. The  
account manager records all invoicing into  
a detailed budget, which is provided to the  
client monthly, or more often, as requested.  
Any discrepancies brought to our attention are  
handled expeditiously and in the best interest  
of our clients.

Our goal is to process all subcontractor  
invoices within two business days of receipt.  
We strive to remit payment to subcontractors  
within 60 days of invoice receipt. Our goal  
on payments includes sending subcontractor  
payments within four business days of Hirons'  
receipt of payment from the client.



Time records are printed monthly and filed for all state contracts. These records are available upon request and are maintained for a period of three consecutive years.

We have an electronic file management system, which interfaces with the C&P system to link all communications, creative materials, and correspondence in client binders on a server system. This system is backed-up nightly.

#### ***Transition Process in Case of Personnel Change***

In the event of an account executive transition, we assign a new account executive (at the same level of experience) for the account at the soonest possible opportunity. Our team structure provides the greatest level of service, even in transition. Should a leave of absence or change in account executive take place, the account director will manage the account. In either event, Hirons & Company will partner with the OAC to determine the best means for long-term management of the account. We can ensure no loss of service. Hirons & Company includes the client in the decision process for the new assignment.

The original account executive is assigned to complete a transition plan for the account before the existing account executive is transitioned from the account.

This process ensures the client is continually being served by an account manager who is highly knowledgeable about the client,

the Industry and all marketing work that is planned or in progress. We are open to discuss alternative billing, reporting, budget management, and file management procedures as requested by our clients.

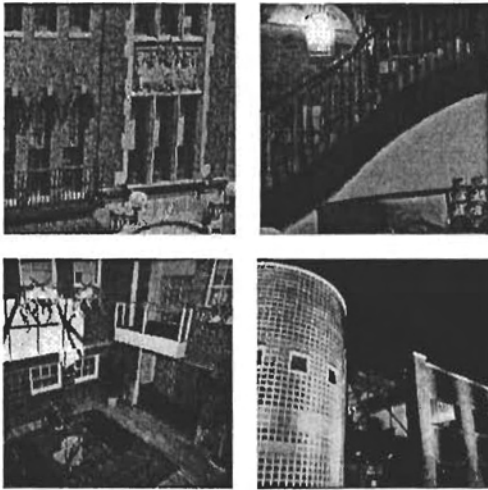
#### ***Standard Fee Structure***

Hirons & Company has experience working on a variety of compensation models. Current methods of compensation include the following combinations:

- 1) Fixed Price - not-to-exceed quotes. We have many successful client agency agreements that require advance written authorization and is performed on a fixed quote basis.
- 2) Retainer - Many clients prefer to establish a monthly retainer for a defined Scope of Work. On a monthly basis, the agency produces a detailed report on deliverables and time incurred, and materials expense.
- 3) Time and Materials - Additionally, we have clients who charge us with the responsibility of **implementing** communications programs within strict budgets, billing for agency services on a time and materials basis.

Within the context of the compensation plan, we mutually agree to a schedule of rates and charges.

Media Planning and Buying: Hirons & Company is a recognized agency with most media paying the agency a commission of 15



percent of the media cost. Depending upon the agreement with the client, the agency may retain commissions as compensation for media planning, negotiation, buying, tracking and consolidated billing. Non-commissionable media purchased at net rates may be marked up to a total of 15 percent of the total media billed. Depending on the size of the media budget, the agency is willing to discuss negotiating the amount of commission **retained/charged** and rebate a portion of earned commissions. Additionally, the agency is willing to provide media planning and buying services on an hourly or retainer basis and rebate 100 percent of commissions. We strongly recommend that media purchases are centralized through the agency for the efficiencies provided **between** planning, production and placement. Compensation methodology is flexible.

Outside Purchases: Hiron & Company provides professional buying and production management of outside communication

services such as printing, voice talent, actors, models, etc. The agency's expertise and buying power typically results in highly cost-effective purchases. The agency charges a commission of 15 percent of the outside purchases billed to the client. Depending on the estimated budget of outside purchases, the agency is willing to provide professional buying and production management services on a retainer or hourly basis in lieu of commissions.

### ***Confidential Financial Information***

Please see Net Sales for 2004 in the **confidential** financial information provided.

***Please see Attachment C for a letter from Old National Bank.***

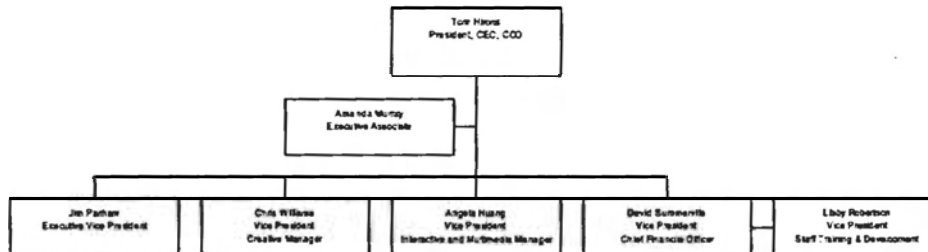
### **2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN**

***Please see Attachment D.***



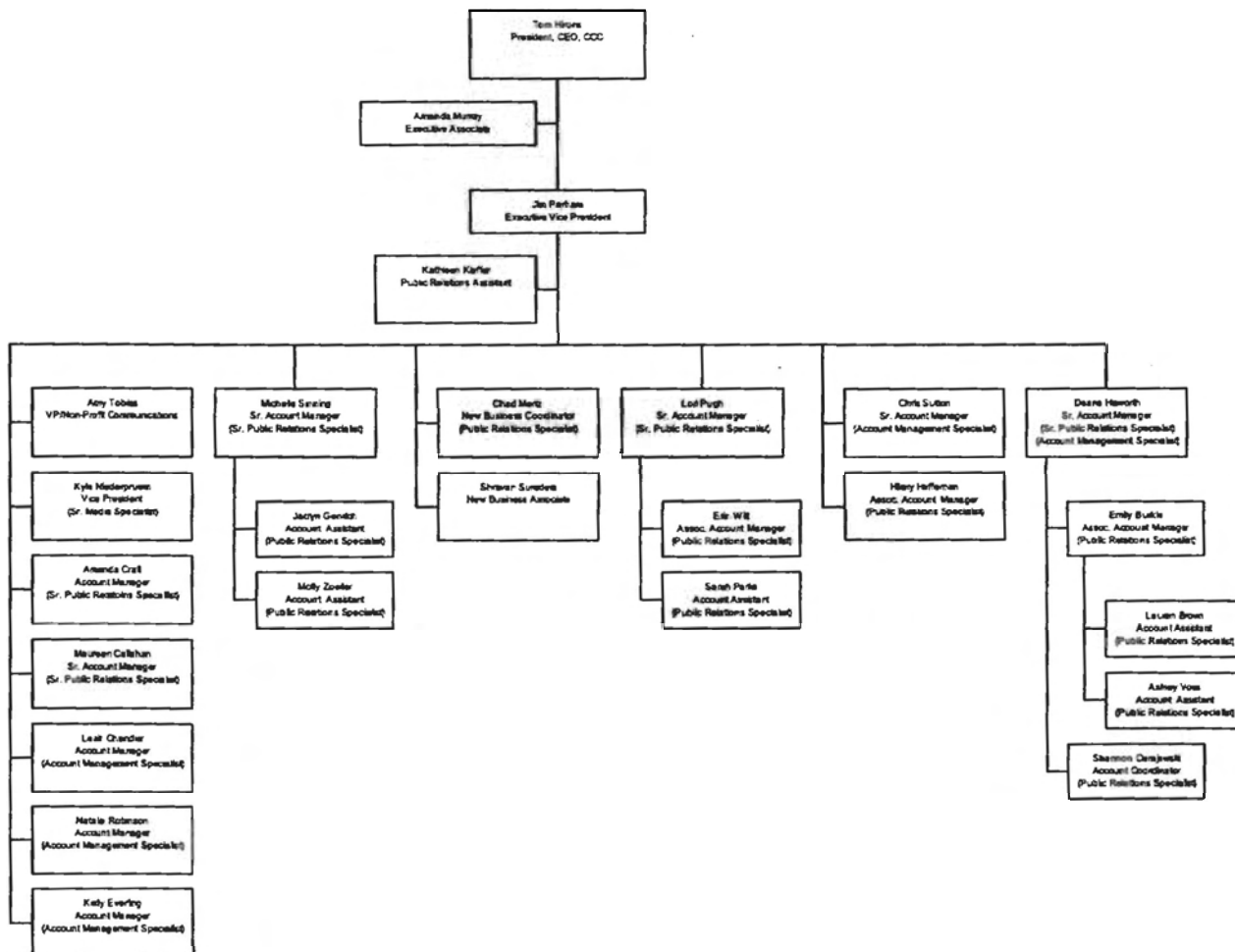
ATTACHMENT A

## Hirons & Company Communications Management Team and Division Overview

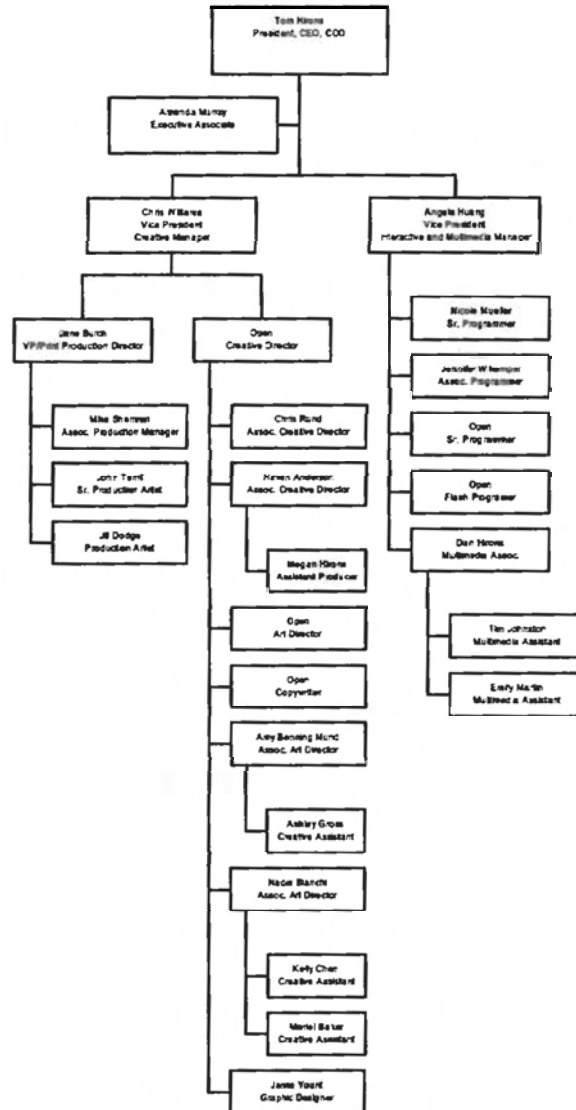


Communications Management	Creative and Interactive	Media and Administration
<ul style="list-style-type: none"> <li>Research</li> <li>Strategic Planning</li> <li>Account Management</li> <li>Project Management</li> <li>Public Relations</li> <li>Media Relations</li> <li>Reputation Management</li> <li>Crisis Management</li> <li>Marketing Planning and Administration</li> <li>Promotion Planning and Administration</li> <li>Results Tracking</li> <li>Performance Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>Creative and Concepting</li> <li>Art Direction</li> <li>Copywriting</li> <li>Design</li> <li>Production</li> <li>Photography</li> <li>Film, Video and Audio</li> <li>Producing and Directing</li> <li>Post Production and Editing</li> <li>Interactive Solutions</li> <li>Programming/Databases</li> <li>Web, Multimedia, CD and DVD production</li> </ul>	<ul style="list-style-type: none"> <li>Media Planning and Buying</li> <li>Media Tracking</li> <li>Performance Analysis</li> <li>Time and Cost Accounting</li> <li>Management Information Systems</li> <li>Technology Services</li> <li>Human Resources</li> <li>Staff Training and Development</li> <li>Employee Wellness</li> <li>Facility Maintenance</li> <li>Courier Services</li> <li>Reception and Customer Service</li> </ul>

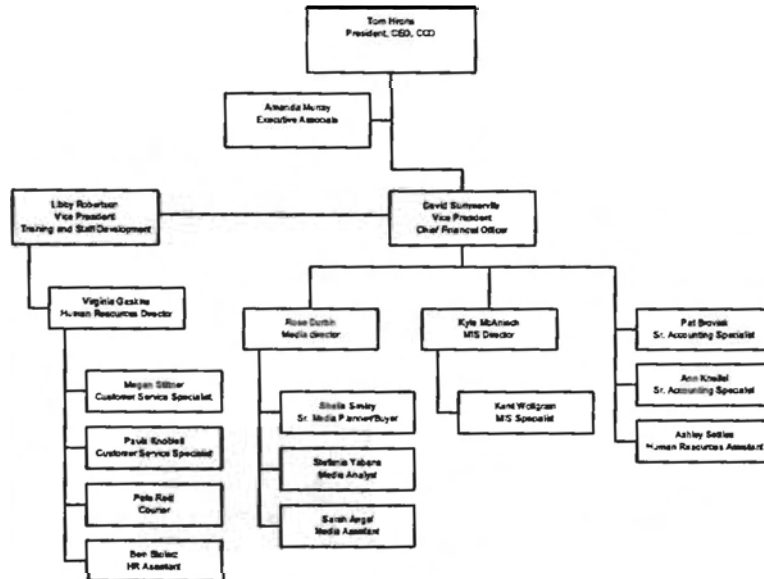
**Hirons & Company Communkations**  
**CommunicationsManagement**  
**Communications Managers with Specialization in Public Relations, Account Management and Interactive**



# Hirons & Company Communications Creative and Interactive Services



## Hirons & Company Communications Media and Administration



**ATTACHMENT B**

3/11/2005

To: Deana Haworth/Hirons & Company  
From: Joshua Neimark  
Re: Indiana Attorney General/RFP-5-02

Pathway Productions agrees to partner with Hirons & Company on the RFP referenced above. It is understood that in the event we are awarded this project that we will work with Hirons as a subcontractor to complete tasks that may include:

- a Video production,
- Digital audio technologies
- a Post-production
- a Animation
- Internet development and strategy

It is **further** understood that Hirons & Company would be the primary contractor on the project in the event it is awarded to our team.

Pathway Productions Company is organized as a corporation in the State of Indiana

---

Joshua Neimark  
VP of Sales



March 11, 2005

Deana Haworth  
Hirons & Company Communications  
135 S. Illinois St.  
Indianapolis, IN 46225

Dear Deana,

This letter indicates our willingness and excitement to participate as a subcontractor to Hirons & Company Communications on **RFP 5-02, Media Services for the Indiana Office of the Attorney General**. As a member of the Hirons team, our organization is committed to fulfilling our responsibilities as they are mutually determined between Hirons and Briljent, and detailed in the Hirons response to the **RFP**.

Briljent, LLC is a certified WBE with the State of Indiana, and is registered with the Secretary of State under Control # 1998050770, Creation Date 5/14/1998 and Expiration Date 12/31/2050.

We appreciate and value the potential opportunity to work with you on this important initiative!

Best regards,

A handwritten signature in black ink, appearing to read 'Kathy Carrier'.

Kathy Carrier  
President and CEO

ATTACHMENT C

March 10, 2005

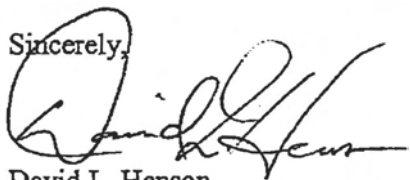
Hirons & Company Communications, Inc.  
135 S Illinois Street  
Indianapolis, IN 46225

To Whom It May Concern:

Please accept this letter as confirmation that Hirons & Company Communications, Inc. is a customer of Old National Bank. Hirons' operating account and cash management services are in good standing with the bank. In addition, we provide equipment financing and a working capital line of credit in the amount of \$500,000. We consider Hirons & Company Communications, Inc. to be a highly valued customer of the bank.

If you have any questions, or need additional information, we will provide information which is authorized by our customer in writing.

Sincerely,



David L. Henson  
Senior Vice President  
Commercial Banking Advisor

Commercial Division  
121 E. Kirkwood Avenue  
P.O. Box 2689  
Bloomington, IN 47402-2689  
T: 812.330.2650  
F: 812.330.2623  
oldnational.com

**ATTACHMENT D**

SF47895(ELEC4-97)

**RFP-5-02  
ATTACHMENT A**

**2.5 MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN**

An **offeror** is expected to submit in each response a Minority Business & Women's Enterprise Participation Plan in **accordance** with **25 IAC 5** and **IC 4-13-16.5**. In the Plan, the **offeror** must show that there are racial minorities and woman owned enterprises participating in the proposed contract. While the participation may be as a subcontractor, second tier participation with **common** suppliers (e.g., **office** suppliers, courier serves) is acceptable. Respondents must indicate the name of the racial minority owned **firm(s)** with which it will work; the contact name and phone number at the **firm(s)**; the service supplied by the **firm(s)**; and the specific **dollar** amount from this contract that will be directed toward each firm. **If the** goal for this solicitation cannot be directed toward racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds from all business are directed to racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the **Plan** at the time of proposal submission may result in the disqualification and rejection of the offer. The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror's responsiveness and responsibility.

An **offeror** may submit an application for a program waiver if the indicated goal or no participation is met. The **offeror** should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to **meet** the goal in an acceptable time period. Should **those** efforts not produce the goal, the waiver application may be submitted with documentation of the good faith **effort**. The State **reserves** the right to accept, **verify** or deny any application for waiver from the contract goal.

By submission of the offer, the **offeror** thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's **Minority** Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan and/or the application for relief **from** the goal should be directed to the Compliance Manager of the Minority and Women's Business Enterprise Development office at **317/233-6607**.

**MBE/WBE PARTICIPATION PLAN**

<b>RFP #</b>	<b>RFP-5-02</b>	<b>DUE DATE</b>	3/21/05
<b>RFP NAME</b>	Indiana Attorney General Request for Proposals for Media Services		
<b>OFFEROR</b>	Hirons & Company Communications, Inc.		
<b>ADDRESS</b>	135 S. Illinois St.		
<b>CITY/STATE/ZIP</b>	Indianapolis. IN 46225		
<b>PHONE</b>	(317) 977-2206		

The following minority owned firms will be participating in the RFP according to the following schedule:

<b><u>MBE/WBE</u></b>	<b><u>PHONE</u></b>	<b><u>CONTACT</u></b>	<b><u>TRADE</u></b>	<b><u>AMOUNT</u></b>
Briljent, LLC (WBE)	(877)434-0990	Kathy Carrier	Professional <b>Services</b>	4% of budget'
Pathway Productions (MBE)	(317) 733-8511	Michael Husain	<b>TV/Video</b> Production Internet Services	3% of budget'

**\*We** will meet **&** exceed the contract requirements for MBE and **WBE** participation. Upon possible award of contract and budget disclosure, we **will** amend these numbers to accurately reflect the 4% WBE and **3%** MBE requirements.